The Solicitors' Journal.

LONDON, JANUARY 26, 1884.

CURRENT TOPICS.

By a notice which is printed in another column it will be seen that, in order to avail themselves of the provision of the new order as to fees of court, which practically abolishes the fee on setting down actions to be heard on further consideration, solicitors must bring in a certificate in the form prescribed showing that the proper fee was paid on setting down the action for trial or hearing.

The case of *Re Holder, Holder* v. *Phillips* (*ante*, p. 114), in which Mr. Justice Kay refused, after an order on further consideration had been made, to vary a certificate of the chief clerk, which erroneously failed to give credit to a party for £500, came before the Court of Appeal on Wednesday last. The court sent the case back to the chief clerk to correct his certificate, in case upon the evidence a mistake should be found to have been committed; and reserved the costs, both in the Court of Appeal and in the court below, to be dealt with by the Court of Appeal at a future time.

We believe that the fees proposed to be allowed to the Examiners of the Court under the orders now in course of preparation will be based on a somewhat modest conception of the duties and qualifications of those officials, and we question whether they will afford unbounded satisfaction to certain gentlemen in extensive practice who are understood to have been nominated for these appointments. It is understood that, in addition to "all reasonable travelling and other expenses," the learned examiners will be allowed, for examinations taken in London or Middlesex, a *minimum* fee of one guinea; and for each hour, or part of an hour, beyond two hours, half a guinea; for every examination taken elsewhere than in London and Middlesex, a *minimum* fee of five guineas; and for every day of six hours, or part of a day, beyond the first day, five guineas.

We understand that Sir Percival Heywood has no intention of appealing from the decision given by Mr. Baron Pollock on Tuesday last in the action brought against the Bishop of Manchester. It seems to be generally assumed that the right of next presentation to the vacant living of St. John's, Miles Platting, has lapsed to the Bishop; we believe, however, that this impression will be found to be incorrect. The avoidance of the benefice for the purposes of lapse is (under section 13 of the Public Worship Regulation Act, 1874, incorporating section 58 of 1 & 2 Vict. c. 106) to be reckoned from the day on which notice of avoidance was delivered to the patron. That day was the 27th of September, 1882. Before six months had elapsed from that day—viz., in January, 1883—the patron issued the writ in the action of *quare impedit* against the Bishop, and there is good authority for the contention that while the "church is litigious"—*i.e.*, during the period from writ to judgment in the action, time does not run against the patron for the purposes of lapse. Thus, Watson (cap. 12, p. 114) says, "It is generally said that if a *quare impedit* in any case be brought, and the bishop be named therein, lapse shall not pass to the ordinary pending the writ" (see also *Brickhead* v. *Archbishop of York*, Hob., at p. 201). Wherefore, says Coke (1 Inst. 344b.), "it is good policy at this day to name the bishop in the *quare impedit*, for then he shall not present by lapse." The period between writ and judgment being thus apparently excluded from computation in the six months allowed for presentation by the patron, Sir Percival Heywood has still some weeks in which to present another clerk to the benefice.

Recent alterations in practice, notably the abolition by the Rules of Court of May, 1883, of numerous orders of course, and the introduction by the new Rules of Court of the "omnibus summons," have materially affected the amount of fees collected from suitors in the Supreme Court, and it has for some time been anticipated that the Treasury would, by revising the scale of fees, attempt to recoup the loss. The new scale has now been published and came into operation yesterday. It appears to be framed on the principle of making the administration of civil justice self-supporting. The first thing which will strike the practitioner on looking at the new scale is, that the former provision for fees of court on a higher and a lower scale is altogether absent. The next feature to be observed is that the old fees which are perpetuated in the new scale are, with very few exceptions, those which formerly stood in the higher scale column; so that while solicitors' bills of costs will, as a general rule, be taxed on the lower scale (ord. 65, r. 8), the fees paid out of pocket by the solicitor will be the same as those on the old higher scale. The principal alterations in the fees before existing (not taking into account fees which arise out of the new procedure) are in petitions and orders of course; in judgments, decrees, and orders; in fees taken in chambers, and in those taken in the Pay Office. A petition of course was always stamped with a five-shilling stamp, and there was no stamp on the order; but in future, as we read the rules, the stamp on a petition of course will be ten shillings, and there will be, in addition, a five-shilling stamp on the order, or in the case of an order for taxation a ten shilling stamp; so that an order which formerly cost the suitor five shillings will hereafter cost him fifteen shillings or a pound. The stamps on decrees or judgments are practically fixed at one pound on a judgment made in court, and ten shillings on an order made in chambers. The former fee is the same as the previous higher scale fee, the corresponding lower scale fee having been ten shillings. The fee of ten shillings on orders made at chambers takes the place of the former higher and lower scale fees of five shillings and three shillings respectively. This portion of the scale is of a very complicated nature, but we gather that the fee on orders made on motion in the Chancery and Queen's Bench Divisions will be five shillings, and on certain classes of orders made at chambers the fee will be of the same amount. The fees prescribed to be taken in chambers are very onerous; for instance, the fee of two shillings per £100 on taking an account of the amount due in respect of the debentures of a joint-stock company is double the former fee. The maximum fee to be charged on a chief clerk's certificate of the result of this account is, however, limited to £200. The principal alteration in the Pay Office fees, though small, is by no means unimportant. The document technically called a voluntary certificate, but known in practice as "the certificate of the fund in court," by which the Paymaster tells the suitor the amount of the fund in court, has always, within living memory, been given without charge; in future it will bear a fee of one shilling. No doubt this fee will prove a considerable source of revenue, but the dissatisfaction it will cause will at first be very great. We believe that 20,000 is a low estimate of the number of these certificates issued in the course of a single year, and during the last few years the Paymaster has been willing, instead of issuing a fresh certificate where it was necessary to know the state of the fund in court on a given day, to alter the date of the certificate, and if necessary the figures representing the amount of the fund. It remains to be seen whether solicitors will have to pay a shilling every time a certificate of the fund in court requires alteration to bring it up to date. The payment of a court fee of one shilling on every request for payment into or out of

court, and of 2s. 6d. on a request for information respecting dormant funds, are both new. Upon the whole, the new scale will largely add to solicitors' out-of-pocket costs, and cause no little dissatisfaction to suitors.

Our readers will find in another column a report of a case of *Taylor* v. *Poncia*, in which Mr. Justice Pearson has given a very important decision upon the Settled Land Act. In that case land had been given by a testator, who died many years ago, upon certain trusts during the life of his wife; and afterwards upon trust for sale "with all convenient speed," we presume no discretion to postpone such sale being vested in the trustees. The sale moneys were divisible in equal fourteenth shares—absolutely for some, and for limited interests to others—among fourteen different persons. The testator's widow died in 1883; so that the trust for sale had become immediately exerciseable. Now, section 63 of the Act provides, by sub-section (1) thereof, that "any land . . . which is subject to a trust for sale, . . . and for the application or disposal of the money to arise from the sale, or the income of that money, . . . for the benefit of any person for his life, or for any other limited period, or for the benefit of two or more persons concurrently for any limited period, . . . shall be deemed to be settled land." Of the fourteen equal shares, six were settled upon the testator's daughters respectively for life, with remainders over; so that in this case six equal fourteenth parts of the sale moneys were such as to bring the land to which they referred within the definition of settled land given by section 63. By the subsequent provisions of the same section, the "person for the time being beneficially entitled to the income of the *land* . . . *until sale*, . . . shall be deemed to be tenant for life thereof"; with a similar provision for the case of two or more persons concurrently entitled. Our readers will remember that, by section 56, the consent of the tenant for life is made necessary to the exercise by the trustees of the settlement or other person of any power conferred by the settlement "exerciseable for any purpose provided for in the Act." As we have previously pointed out, the words last cited between inverted commas are of rather obscure import; but it seems generally to be taken for granted that a power of sale, without any reference to the aim or purpose of its exercise, comes within their meaning. It was accordingly suggested that, the trust for sale in the case now under consideration was not exerciseable by the trustees without the consent of all the six persons separately entitled for life as aforesaid. But Mr. Justice Pearson held that, the trust for sale being an absolute, and not a discretionary, trust, it might be exercised forthwith, according to the terms of the will, without any consent whatever. We must wait for a fuller report of this important case before we venture to examine the question whether this decision is strictly warranted by the precise letter of the Act; because the reply to this question depends upon some points of detail connected with the settlement, which could not be fully included in the brief report which we now lay before our readers. But we think that they will agree with us that, if the decision is not strictly in accordance with the precise letter of the Act, it ought to be; and that (supposing any discrepancy to exist) Mr. Justice Pearson has greatly improved the Act by his discreet interpretation.

The same learned judge has also, in another case (*In re Ray's Settled Estates*), of which we give a report elsewhere, pronounced another important decision upon the same Act. Our readers are probably familiar with the provision of section 45, by which the tenant for life is directed, before exercising certain powers, to give certain notices of his intention to the trustees and to their solicitor. In the case above mentioned, the committee of a lunatic proposed to comply with the provisions of section 45 by giving a general notice that he intended for the future to exercise the statutory powers of sale and leasing as and when he might think proper. Since such a general notice, if valid, would render the provisions of section 45 a mere farce, our readers will not be "surprised to hear" that the learned judge decided against its validity. Such notices must be reasonably specific, and must refer to and sufficiently define a specific intention in the mind of the person entitled to exercise the statutory powers at the time when the notice is sent. Any other decision would, of course, result in a "common form" of general notice being drawn up by conveyancers, which would, as a matter of course, be sent once for all to the trustees and their solicitor by every tenant for life immediately upon coming into possession of his estate.

The particular attention of practitioners should be directed to the remarkable case of *Hancock* v. *Hale*, which recently came before the Court of Appeal. The action was by a surveyor for services rendered in respect to a claim for compensation for property taken by a company. The amount claimed was £130, and the amount recovered at the trial, £21. Cave, J., who tried the case with a jury, made an order under ord. 65, r. 1, that the plaintiff should recover no more costs than the amount of the verdict, and, as the actual costs amounted to more than £100, the plaintiff appealed against this order. The appeal was dismissed. Lord Coleridge, C.J., observed that "the defendant could hardly have paid money into court in discharge of a claim so grossly exorbitant, and for the greater part of which there was no pretence," and that, therefore, it could not be said that Cave, J., had exercised his discretion unreasonably; and added that, "though he did not mean to lay it down as a general rule that the mere fact that a much larger sum was claimed than recovered would be a sufficient ground for making such an order, yet it could not be denied that the exorbitancy of the claim was one, among other reasons, on which a judge might fairly make such an order." We are a little surprised by this decision. Of the jurisdiction of the judge at the trial to make the order there can be no doubt, inasmuch as it was even held in *Harris* v. *Petherick* (L. R. 4 Q. B. D. 611) that the successful party might be ordered to pay costs to the unsuccessful party. But we cannot quite see how the defendant was unable to pay money into court in the ordinary way, nor how he was damnified by the claim of the plaintiff exceeding that which could be supported. In *Cooper* v. *Whittingham* (L. R. 15 Ch. D. 504) Jessel, M.R., laid down the rule that, in the absence of misconduct, a plaintiff enforcing a legal right is entitled to his costs. In this case of *Hancock* v. *Hale* the court, though carefully guarding themselves from saying that a mere excessive claim is "misconduct," have yet made it difficult to say that any particular claim which is excessive does not amount to it.

A correspondent, whose letter we print in another column, points out some objections to the practical adoption of the form of deed of assignment for benefit of creditors, which we printed the week before last (*ante*, p. 196). Our correspondent is not quite correct in saying that the form is (although we believe it is founded upon) a common one which has been in use under the late and preceding Acts. There are many variations in detail from the forms which have heretofore been commonly in use in the insertion of a committee of inspection in the parties to the deed, and in the wording of some of the trusts and powers contained in the form, and it was more particularly with regard to these that we invited an expression of the views of our readers. With regard to the objections raised by our correspondent, they simply amount to this, that such a deed would be an act of bankruptcy to which the title of a trustee would relate back if a bankruptcy petition were presented within three months, and would not be a protected transaction within section 49 of the Bankruptcy Act, 1883, and that a trustee realizing and *distributing* the proceeds amongst the creditors before the expiration of three months might find himself in an awkward position if the debtor were made bankrupt on a petition filed within that time. This is perfectly true, but it has never been suggested that a trustee should be advised to *distribute* the proceeds of the estate until he had either obtained the assent of every creditor thereto or the three months had expired without any bankruptcy petition being filed. In the great majority of cases it will require the full three months to enable him to realize the estate, and once that time has expired without any petition being filed, the deed will be good as against all the world, unless there be some provision therein which would void it as a fraud upon creditors, such as was contained in the deed in question in *Spencer* v. *Slater* (L. R. 4 Q. B. D. 13). If there should be a

creditor who opposed the deed and insisted upon the matter going into court, then, of course, there would be no alternative but to take it there; but the suggestion we made was that this course would most probably be resorted to only in extreme cases.

THE DECISION of one of the bankruptcy registrars of the High Court that the execution by a debtor of an assignment of his property to a trustee for the benefit of his creditors generally, executed in November last, is not available as an act of bankruptcy upon which a petition by a creditor under the new Bankruptcy Act can be presented, which has been the subject of some correspondence in the columns of the *Times*, affords an instance of the unfortunate results of altering the phraseology of the old Act further than was necessary in order to give effect to the intended alterations in the law. It has since been stated in a letter to the *Times* that Mr. Justice MATHEW has given directions that petitions in bankruptcy under the old Act, founded upon default in payment after service of a debtor's summons, may be received. If the direction is confined to proceedings founded upon default after service of debtor's summons, probably it may be supported on the ground that the issuing of a debtor's summons is an "institution" of a "proceeding or other remedy" under section 169, sub-section 2 (*d.*) of the Act, and that the subsequent presentation of a bankruptcy petition is but a "continuance" thereof; but, if it is intended to apply to all acts of bankruptcy, then the result will be somewhat anomalous, inasmuch as a creditor would be able to file a petition upon an act of bankruptcy committed under the late Act within six months after the committal thereof, and the title of a trustee thereunder would relate back to any act of bankruptcy committed within twelve months before the adjudication, whereas, under a petition in pursuance of the new Act, his title would only relate back to an act of bankruptcy committed within three months from the presentation of the petition. We observe that Mr. DIXON-HARTLAND gave notice in Grand Committee of an amendment to line 1 of section 4 which would have made the section read, "A debtor *shall be deemed to have committed* an act of bankruptcy," &c.; but, from the report of the Grand Committee, he does not appear to have persevered with that amendment. In the light of the present decisions it is to be regretted that the amendment was not pressed, as, possibly, upon the discussion of it, the difficulty which has now arisen might have suggested itself, and so have been specifically provided against.

COMPENSATION FOR MISDESCRIPTION IN PARTICULARS OF SALE.

THE case of *Palmer* v. *Johnson* (L. R. 12 Q. B. D. 32), which came before Mr. Justice A. L. Smith, on further consideration, involved a point which is very far from novel, and on which there has been considerable conflict of opinion, both in the common law and equity courts. The question raised by the facts of the case was whether, where a contract for the sale of land contains the usual provision for compensation in case of any error, mis-statement, or omission in the particulars, the purchaser can claim and recover such compensation after having accepted a conveyance. This question has been the subject of conflicting decisions by, among others, the late Master of the Rolls and Malins, V.C., in the cases of *Re Turner and Skelton* (L. R. 13 Ch. D. 130) and *Manson* v. *Thacker* (L. R. 7 Ch. D. 620). The point was much discussed in the recent case of *Joliffe* v. *Baker* (L. R. 11 Q. B. D. 255), where Watkin Williams, J., expressed a strong opinion that the acceptance of a conveyance barred any subsequent claim for compensation in the absence of fraud, or some breach of a covenant or warranty contained in the conveyance. A. L. Smith, J., and Cave, J., were parties to the judgment in *Joliffe* v. *Baker*, and the case we are discussing is important, as explaining the grounds on which they concurred in the result arrived at by Watkin Williams, J., in *Joliffe* v. *Baker*.

It would now appear that neither of these learned judges is to be taken to have expressed his concurrence with the above-mentioned expression of opinion. In *Joliffe* v. *Baker* there does not seem to have been any provision for compensation in the contract of sale, and really the only question that can be said to have been actually decided by *Joliffe* v. *Baker* is the question whether there can be any cause of action in respect of a mis-statement in the particulars, on the ground of fraud, in the absence of moral fraud. On this point all the learned judges were unanimous in holding that, in the absence of moral fraud, there was no cause of action. In the case we are discussing, A. L. Smith, J., decided that the acceptance of a conveyance is no bar to the subsequent claim upon the provision for compensation in the contract of sale. There is, no doubt, something to be said on both sides, and, in the presence of so much conflict of judicial opinion, it is to be hoped that the question may soon be settled by an appellate tribunal.

Two considerations arise; though, no doubt, these tend to run together. First, with regard to the scope and nature of the provision for compensation; secondly, how far the contract for sale is, so to speak, merged in and superseded by the conveyance. The argument *ab inconvenienti* cuts, to some extent, both ways. It is, on the one hand, inconvenient that people should, after a lapse of some time since completion, find out and insist on alleged defects and shortcomings, very probably because they have changed their minds and become discontented with their bargains. On the other hand, it is hard that, because a man does not happen to discover a defect or shortcoming in his purchase before a conveyance is executed, he should be for ever concluded from getting redress for a substantial grievance. It is really very difficult to strike a balance between the hardships or inconveniences that might often arise either way, and it is, perhaps, better to endeavour to solve the question by interpretation of the language used, and the general principles governing the law of contracts.

To deal with the second consideration we have mentioned first. If the conveyance is to be regarded as merging or superseding the contract of sale, it must be, it would seem, because the nature of the document, taken in connection with the circumstances, is such as to raise a presumption that it was intended to represent thenceforth the whole contract between the parties in relation to the property, or because it really covers the whole ground of the transaction, so that it is inconsistent that there should be any other contract co-existing; or it may be put that, when the conveyance is executed, in so far as it differs from the original contract, it must be regarded as a sort of accord and satisfaction of all obligations under such contract. Now, unless some inherent necessity arises for the conclusion that the conveyance supersedes the contract, we hardly see why it should be assumed to do so. Of course, so far as they are absolutely inconsistent, it would appear that the conveyance ought to supersede the contract; but the difficulty is to say what amounts to such inconsistency so as to necessarily involve a supercession of the contract *quoad* the particular stipulation. It should, however, be remembered that the conveyance is not, in its essence, a contract, but an instrument of transfer. It often contains or implies, no doubt, in accordance with long-established usage, certain covenants; but these are usually either covenants for title, or, so to speak, ancillary to the main function of the instrument which is the transfer of the property. It may also contain special covenants and stipulations with regard to the user of the property, and such like matters; but it does not appear to us that, in its nature, it necessarily covers the whole field of the original contract. To take the analogy of a contract for the sale of goods, a warranty is something collateral to the contract of sale, the proper object of which is the transfer of the property in the article sold. There seems no reason in theory why the acceptance of a conveyance should debar a purchaser from his remedy on a collateral stipulation any more than the acceptance of goods does. Therefore, assuming that there is in the contract of sale of land a warranty of any particular matter, we see no reason why the acceptance of a conveyance should bar an action for breach of such warranty.

But the more difficult branch of the inquiry in these cases seems to us to be whether there is such a warranty. It seems to us, with all respect, that A. L. Smith, J., rather begs this question. This inquiry involves the first consideration that we have before indicated—viz., the scope and effect of the provision for compensation. We should suppose that the real history and scope of that provision was that it was devised to prevent errors contained in particulars of the property from being made use of by purchasers as a ground for refusing to complete. But, even assuming this to have been the main object of the stipulation, it does not seem to follow that completion by the purchaser prevents him, on his side, from

taking the benefit of it according to the natural meaning of the words. It is not always easy, in cases of contracts for sale of goods, to say whether a matter is a mere representation not forming part of the contract, or a warranty, but if it were expressly stipulated, in such a contract, that the untruth of a representation should be the subject of compensation, it would be difficult to contend that such a representation was not a warranty. It may be perfectly true that the object of the provision for compensation is to prevent a purchaser from declining to complete on the ground that a representation, on the faith of which he bought, is untrue, but the basis of the provision seems to be that the contract shall not be annulled because the matter shall be treated as a matter of collateral agreement and compensated as such by damages. If so, why should not the compensation be claimed after the completion as well as before? The argument on the other side may be put thus: the whole scope of the provision is to prevent errors or mis-statements in particulars from being made use of to annul the contract, and, instead, to give compensation. That shows that the only errors or mis-statements which are intended to be compensated are errors or mis-statements sought to be made use of to annul the contract, and as an excuse for non-completion—a construction which would exclude errors or mis-statements discovered after completion. In other words, that the provision, if paraphrased, only comes to this: if, on being required to complete, the purchaser alleges and proves a misrepresentation, he shall be bound to complete, but shall receive compensation. But, quite apart from the special function of the compensation clause, we do not know why the ordinary rule of law as to contracts should not apply—viz., that a representation which appears to have been intended to be matter of contract is a warranty or collateral contract that such representation is true, and it seems to us that it may be argued that, whatever the direct object and function of the compensation clause may be, its incidental effect is to show that the representations in the particulars are to be taken to be part of the contract.

THE NEW BANKRUPTCY SYSTEM.

VI.

THE concluding part of the Act (Part VIII.) contains a number of supplemental provisions, and comprises sections 123 to 170. Of these sections 123 to 126 relate to the application of the Act. Section 123 is the same as section 5 of the Act of 1869, substituting a receiving order for an adjudication in bankruptcy; and section 124 is a *verbatim* re-enactment of section 120 of the same Act. Section 125 is an entirely new provision for the administration in bankruptcy of the estates of deceased insolvents. In the Bill as originally introduced, there appeared a clause (clause 117) relating to the same subject, but the provisions thereof were of so crude a nature that Mr. Chamberlain consented to its withdrawal in favour of the section which now appears, and which was moved by Mr. Dixon-Hartland, some amendments in sub-section 9 being afterwards made by the House of Lords. A provision in the section as passed, which did not appear in the original proposal, is that all such estates shall vest in and be administered by the official receiver as trustee (sub-section 5), and there is no option given to the creditors, by resolution of any kind, to appoint another trustee as, under section 121, in the case of small bankruptcies. How far this provision will give satisfaction remains to be seen, but, having regard to the strong feeling displayed in Grand Committee against official receivers being appointed trustees in ordinary cases, it is somewhat surprising that the section should have been passed in its present shape in this respect. With regard to the working of the section, we anticipate that sub-section 6, which enacts that the provisions of Part III., relating to the administration of the property of a bankrupt, shall, so far as applicable, apply to an administration order, will give rise to much litigation in order to settle how far such provisions may be applicable in certain cases. Rules 200 to 202 make further provision as to the carrying out of the section. Section 126 corresponds with section 118 of the Act of 1869, the wording having been altered in Grand Committee as suggested by us (27 SOLICITORS' JOURNAL, p. 329).

Section 127, relating to general rules to be made for carrying into effect the objects of the Act, corresponds with section 78 of the Act of 1869, the President of the Board of Trade being substituted for the Chief Judge in Bankruptcy, with other alterations in the wording which are not of a material nature. Sub-section 4, which provides that such general rules shall not extend the jurisdiction of the court, was inserted in Grand Committee, and sub-section 5 by the House of Lords. The rules made in pursuance of this section are 270 in number, and we have already referred to several of them, and we will review them as a whole when we have concluded our remarks upon the Act. Sections 128 to 131 relate to fees, salaries, expenditure, and returns, and incorporate sections 68 and 115 of the Act of 1869, the words "and percentages," in lines 2 and 3 of section 128, being new, and "the Board of Trade, with the concurrence of the Treasury," being substituted for "the Treasury," in the same section, section 130, relating to annual accounts of receipts and expenditure, being a new provision, and "the Board of Trade" being substituted for "the Comptroller in Bankruptcy," in section 131. With regard to the fees, we have already commented upon the list prescribed by the Lord Chancellor under section 128 (*ante*, p. 173).

Sections 132 to 140 contain provisions as to evidence. Section 132 incorporates some of the provisions of sections 10 and 81 of the Act of 1869, but the new section refers generally to *any* notice in the *Gazette*, the two sections in the Act of 1869 relating only to orders of adjudication and annulment of bankruptcy. Section 133 corresponds generally with section 106 of the Act of 1869, but differs therefrom in allowing the minutes of a meeting to be signed by either the chairman of the same *or the next ensuing* meeting; and section 134 is a re-enactment with verbal alterations of section 107 of the Act of 1869. Section 135, relating to the swearing of affidavits, which is, however, "subject to general rules," takes the place of rule 157 of the Rules of 1870, but with a number of alterations therein. With regard to affidavits sworn in England, the provision that they may be sworn before a commissioner to administer oaths in the Court of Chancery of Lancaster, or before an officer of a bankruptcy court, authorized in writing in that behalf by the judge thereof, are new, the latter provision being heretofore confined to officers of the London Bankruptcy Court; and, on the other hand, justices of the peace are not empowered to swear affidavits in any part of the United Kingdom, except Scotland or Ireland. Then, with regard to affidavits sworn out of the United Kingdom, they must be so sworn "before a magistrate or justice of the peace or other person qualified to administer oaths in the country where he resides," and be certified by a British minister or consul, or by a notary public, instead of being allowed to be sworn in any of the British dominions before any court, judge, or justice of the peace, or person authorized to administer oaths there in any court and in any place out of the British dominions, before either a judge or magistrate authenticated by the official seal of the court to which he is attached, or before a British minister, consul, *vice-consul*, or notary public. Further regulations as to affidavits are made by General Rules 39 to 50. Section 136 is a re-enactment of section 108 of the Act of 1869, "debtor" being substituted for "bankrupt" in the first line thereof; section 137 is a re-enactment of section 109 of the same Act; section 138 corresponds with a provision in section 18 of the same Act, the Board of Trade being substituted for the court; and sections 139 and 140 are new provisions, consequent upon the introduction of the Board of Trade into the administration of bankrupts' estates.

Section 141 relates to the computation of time, and is a re-enactment of section 114 of the Act of 1869, with some verbal amendments, of which the only one requiring to be noticed is the omission from line 11, after the word "which," and before the words "the court does not sit," of the words "in pursuance of a notification by the Lord Chancellor under this Act." The section is further explained by rule 3. Section 142 is in the same terms, with unimportant verbal amendments, as rule 14 of the Rules of 1870; sub-section 1 of section 143 re-enacts section 82 of the Act of 1869; sub-section 2 of the same section corresponds with the first part of sub-section 15 of section 83 of the same Act, with the insertion of the word "receiver"; and section 144 is a *verbatim* re-enactment of section 113 of the same Act.

Sections 145 and 146 relate to executions, and effect two of the most needed reforms of the law under the Act of 1869. Section 145, requiring sales under executions for over £20, including legal incidental expenses, to be by public auction, and to be publicly advertised during the three days next preceding the day of sale, is in similar terms to section 74 of the Act of 1861, substituting £20 including expenses for £50 without expenses. In the Bill as originally introduced £50 appeared, but it was reduced to £20 in Grand Committee at the instance of Mr. Dixon-Hartland and as suggested by us (27 SOLICITORS' JOURNAL, p. 442). Sub-section 1 of section 146, prohibiting writs of *elegit* from extending to goods, has, ever since the decision in *Ex parte Abbot, Re Gourlay* (29 W. R. 143, L. R. 15 Ch. D. 447), become a crying necessity, and the only regret we can feel is that such a provision was not enacted years ago, as the issuing of such writs since that case was decided, as a means of evading the provisions of section 87 of the Act of 1869, has become the general rule. Sub-section 2 of the same section, prohibiting the issuing of a writ of *levari facias* in any civil proceeding, was inserted in Grand Committee.

Section 147, relating to trustees within the Trustee Act, 1850, becoming bankrupt, is a re-enactment of section 117 of the Act of

1869, with verbal amendments; and section 148 incorporates sub-section 7 of section 80 of the same Act so far as corporations are concerned, adding thereto the provisions contained in the new section as to firms and lunatics. Rule 192 also refers to proceedings by a firm. Sub-section 1 of section 149 is a re-enactment of section 119 of the same Act, and sub-section 2, which is a new provision, further carries out the principle of sub-section 1. Section 150 is a new provision, "debts due to the Crown" being excepted from the operation of section 49 of the Act of 1869 relating to the effect of an order of discharge to a bankrupt. Section 151 is also new, being rendered necessary in consequence of the transfer of the London Bankruptcy Court to the High Court. The words "solicitors or other," in line 4, were inserted in Grand Committee, so as to make it clear that solicitors shall have a right of audience in bankruptcy matters in the High Court. Section 152 was also inserted in Grand Committee.

Sections 153 to 161 contain a number of "transitory provisions," many of which we commented upon in our article on the New Bankruptcy Authority (*ante*, p. 3). These sections, as far as, and including, section 158, relate to officers of the Board of Trade and of the London Bankruptcy Court, and the provisions thereof will not be of sufficient interest to our readers generally to warrant us in discussing them in detail. The other three sections, however, make some important alterations in general practice. Section 159 provides for the transfer of estates in liquidation under the Act of 1869, on a vacancy in the office of trustee, to "such of the official receivers of bankrupts' estates as is appointed by the Board of Trade for that purpose," without prejudice to the rights of the creditors to appoint a new trustee, as provided by the Act of 1869 and the rules thereunder. This supplies a want which exists under that Act, as there is no provision therein in cases of liquidation, as there is in bankruptcy, for any person to be *interim* trustee during any vacancy. The last paragraph of the section, which was inserted in Grand Committee at the instance of Mr. Justin McCarthy, raises in our mind a doubt of some importance. The paragraph reads, "The provisions of this Act with respect to the duties and responsibilities of, and accounting by, a trustee in a bankruptcy under this Act shall apply, as nearly as may be, to a trustee *acting under the provisions of this section*." Is this paragraph intended to apply to *all* trustees in liquidation under the Act of 1869, or only to official receivers acting as trustees under the section, or to such official receivers and any new trustees who may be appointed after the 31st of December next? The wording of the paragraph is anything but clear, but it appears to us that it will only apply to official receivers acting as trustees during a vacancy in that office, though we should suppose it was intended to apply to all trustees in liquidation under the Act of 1869, or, at all events, to all trustees who might be appointed after the new Act comes into operation, otherwise we think the concluding words would have been "to an official receiver acting as trustee under the provisions of this section." Section 160 relates to the transfer of outstanding property on the close of a bankruptcy or liquidation under the Act of 1869, and, so far as bankruptcy is concerned, it substitutes a person to be appointed by the Board of Trade for the registrar of the court as the person to get in and realize any outstanding property, and makes the same provision with regard to liquidations, there being no provision of any kind under the Act of 1869 in cases of liquidation. Section 161 in like manner provides for such of the official receivers as may be appointed for that purpose to become trustee in cases where, under the Act of 1869, the registrar of the court is, or would become, trustee.

REVIEWS.

MUNICIPAL CORPORATIONS.

THE MUNICIPAL CORPORATIONS ACT (45 & 46 VICT. c. 50), AND THE GENERAL RULES MADE IN PURSUANCE THEREOF, AND OTHERWISE IN RELATION TO MUNICIPAL CORPORATIONS, WITH NOTES AND REFERENCES TO THE CASES THEREON, &c. By Sir CHRISTOPHER RAWLINSON, Barrister-at-Law (late Chief Justice of Madras). EIGHTH EDITION. By THOMAS GEARY, Esq., Barrister-at-Law. W. Maxwell & Son.

A TREATISE ON THE LAW RELATING TO MUNICIPAL CORPORATIONS IN ENGLAND AND WALES. By the late THOMAS JAMES ARNOLD, one of the Metropolitan Police Magistrates. THIRD EDITION. By SAMUEL GEORGE JOHNSON, Solicitor, Town Clerk, and Clerk of the Peace, of Nottingham. Shaw & Sons.

Mr. Geary has dealt with the Consolidating Act of 1882 very satisfactorily. He commences with a table of the alterations effected by that Act, which draws the attention of the reader at once to the unfamiliar parts of the new Act. This is followed by a table of repealed statutes, giving short explanations of their effect and of the corresponding provisions in the Act of 1882. Then follows a table of the arrangement of the sections in that Act with reference to former legislation; and, lastly, we have the Act printed in full, with notes, which, so far as we have examined them, we have found practical, accurate, and useful. They consist, of course, to a considerable extent of the notes in former editions appended to the corresponding parts of the repealed statutes. The General Rules under section 100 of the Act are also usefully annotated, and a very large number of Acts, or portions of Acts, relating to municipal corporations are given. The index is extremely full.

The editor of the new edition of Arnold notices in his preface the alterations made by the Act, and gives an interesting outline of its history. The portion of the former edition relating to corporations generally has been retained; but the notes to the Act seem to have been almost entirely remodelled. As might be expected from the experience of the editor they are very practical and useful. In Division III. there is given a detailed description of the proceedings for the conduct of a municipal election, which is likely to be found exceedingly valuable. The portion relating to the rejection of invalid ballot-papers is very elaborate, and may be consulted with advantage with reference to parliamentary elections. The appendix contains numerous Acts and the General Rules regulating the procedure in municipal election petitions. There is a very full index.

CORRESPONDENCE.

THE REMUNERATION ORDER.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Will you help me to ascertain through your columns whether any general practice has yet been established amongst solicitors of either charging or not charging for searches and memorials where the subject of a sale or purchase is land in a register county and the scale charge is adopted? It, of course, seems unfair that the solicitor who happens to be dealing with property on the north side of the Thames should have considerably more to do for his remuneration than if the same property were to the south of the river, and I have heard, on what should be pretty good authority, that taxing masters have allowed extra charges for memorials, in addition to the scale fee. If this is to be the rule, it would seem as if the searches of the register should also be allowed; the Remuneration Order itself however indicates, although it does not state, that no charges are to be allowed for searches or memorials, and Mr. Rubinstein in his book takes this view. It is, of course, very desirable that there should be a general practice in the matter.

T. G. S.

"COUNTY COURT INSOLVENTS."

[*To the Editor of the Solicitors' Journal.*]

Sir,—The alterations effected in our local courts by the present Bankruptcy Act seem very little understood so far as regards judgment debtors with an aggregate of indebtedness not exceeding £50. It is clear these can have immediate relief by the new administration order, and at least have time to pay off their creditors by monthly or other payment into the registrar's office. The only qualification is to suffer a judgment in any county court, and thereupon file the required request with names and addresses of all creditors, and, by rule 2 of the rules under section 122 of the Act, proceedings are to be stayed to enable the defendant to file the necessary form. This administration order is the only cheap thing under the new Bankruptcy Act, and, for the fee of 2s. in the pound, the application may be heard after notice to all the creditors in the list, and money received into court and paid out to the creditors, and then debtor formally released; and upon any default in the periodical payment as ordered any creditor can, without fee, have a judgment summons issued, in which, unless the debtor satisfactorily explains his default, a committal is to issue for the arrears under the administration order.

This order seems limited to the debtor's application; but rule 267, made under the Debtors Act, s. 5, and the Bankruptcy Act, s. 103, is important to small creditors. It directs as follows:—"Where an application to commit is made to a county court, and it appears to the court that the total liabilities of the judgment debtor do not exceed £50, the court may, if it thinks that an order for committal ought not to be made, make an administration order under section 122 of the Act in lieu of making a receiving order."

Under this it would seem that on the hearing of a judgment summons an administration order is to be made on proof of the total indebtedness not exceeding £50, and the debtor will be forced to make regular payment for division amongst his creditors.

G. MANLEY WETHERFIELD.

2, Gresham-buildings, Guildhall, E.C., Jan. 21.

THE BANKRUPTCY ACT, 1883.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I regret I failed to express my query clearly to you recently. My question is: Where the levy and sheriff's fees do not reach £20, but the possession money after two or three days, or the costs of sale, bring the amount over £20, should the sale be by public auction and publicly advertised, &c., in anticipation, as it were, of the probable costs?

The levy and sheriff's expenses might be under £20; but, on the day of sale, the auctioneer's commission might bring the amount over £20, and the sheriff might be mulcted in damages, even though up to the actual point of sale the amount might be under £20.

HARVEY.

[We understood our correspondent's former letter in the sense in which he now explains it. It appears to us that there ought not to be very much difficulty in ascertaining beforehand whether the levy and sheriff's fees, *plus* all other legal incidental expenses such as are mentioned by our correspondent, including the necessary cost of the sale, will or will not amount to £20. It will be necessary to ascertain this beforehand, and, if the estimate exceeds that amount, then the sale must be by public auction under the section,—ED. *S. J.*]

DEED OF ASSIGNMENT FOR BENEFIT OF CREDITORS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The form of deed of assignment for the benefit of creditors printed in the SOLICITORS' JOURNAL recently has been a common form in practical use for many years past under the Bankruptcy Acts of 1861 and 1869, in those cases in which all the creditors have been willing to execute it, and to avail themselves of the benefits of its provisions. In similar cases, the same form of deed may still serve a useful purpose, but it appears to me that the deed would be a very dangerous document if any opposing creditor refused to execute it and thought proper to contest its validity, because—

(1.) Such a deed is an act of bankruptcy under section 4, sub-section (*a*.), of the Act of 1883;

(2.) The bankruptcy of a debtor has relation back to the time of the act of bankruptcy being committed on which a receiving order is made under section 43 of the Act;

(3.) It is not a protected transaction under section 49 of the Act.

What, then, would be the position of a trustee under such a deed who realized the debtor's property and distributed the proceeds amongst the creditors, in case the debtor were made bankrupt within three months of its execution? As far as I can see, it would be analogous to the case of a man entering my dwelling-house during my absence from town, seizing and disposing of my furniture and effects, and paying off my creditors with the proceeds of sale without my authority; because the trustee under the deed would have been dealing with property which belonged to the official receiver or trustee under the bankruptcy.

JOEL EMANUEL.

27, Walbrook.

[See observations under head of "Current Topics."—ED. *S. J.*]

THE NEW PRACTICE.

ISSUES FROM THE CHANCERY DIVISION.

IN a case of *Moss* v. *Bradburn* the important subject of sending issues from the Chancery Division to be tried in the Queen's Bench Division singularly enough came again before Pearson, J., who decided the case of *Cardinall* v. *Cardinall* (noted *ante*, p. 215). In the present case, in which the action was brought to set aside a certain agreement as having been obtained by fraud, and for accounts and foreclosure, the plaintiff asked that the question of fraud should be sent for trial by a jury. The result of this application was of an even more decisive character than that in *Cardinall* v. *Cardinall*. The judge was asked to treat the costs, as he had done in that case, as costs in the action, or, at all events, to allow the summons to stand over until the hearing, when it could be ascertained whether the application for the trial of the issue was a proper one. Pearson, J., however, said that in the present case he would follow the rule laid down by the late Master of the Rolls in *Mirehouse* v. *Barnett* (26 W. R. 690). In that case it was urged that the action ought to be tried by a jury, as the defendant desired to clear his character. The late Master of the Rolls observed that the charge of fraud was made in half the actions in the Chancery Division, and that a judge sitting alone could express an opinion as to conduct quite as well as a judge sitting with a jury. The summons was accordingly dismissed, with costs in any event.

R. S. C., 1883, ORD. 36, RR. 3, 4—MODE OF TRIAL—ACTION ASSIGNED TO CHANCERY DIVISION.—In the note of *Cardinall* v. *Cardinall* (*ante*, p. 215), it should have been expressly stated that the order made was that the action should be tried before Pearson, J., himself.

R. S. C., 1883, ORD. 55, RR. 4, 10, 15.—PRACTICE—ADMINISTRATION ACTION—GENERAL ADMINISTRATION—JUDGMENT—BINDING CREDITORS—In a case of *Mills* v. *Mills*, before Pearson, J., on the 19th inst., the action being one commenced by writ, in December, 1883, by two of three executors and trustees of a will against the third and a beneficiary under the will, for the administration of the real and personal estate of the testator, and the execution of the trusts of his will, the question arose whether a general administration was necessary. PEARSON, J., said that since the new rules had come into operation he had endeavoured, as far as possible, to avoid making general administration decrees, but in many cases he had found it impossible to do so. Among other difficulties, one of his chief clerks had suggested this, that it was doubtful whether anything short of a general administration decree would bind creditors. In the present case a general administration would be ordered, except that, instead of at once directing a sale of the testator's real estate, there would be an inquiry whether it would be fit and proper that there should be a sale, and, if so, when and in what manner.—SOLICITORS, *Emmet, Sons, & Stubbs; Tucker & Lake.*

R. S. C., 1883, ORD. 16, R. 52—PRACTICE—THIRD PARTY—SIMILAR COVENANTS IN LEASE AND SUB-LEASE—BREACH OF COVENANT.—In the case of *Pontifex* v. *Foord, Mead; Third Party*, which came before the Divisional Court, consisting of Pollock, B., and Lopes, J., on the 17th inst., a question arose under ord. 16, r. 52, of the Rules of the Supreme Court, 1883. The plaintiff, in 1861, let certain premises at Watford to the defendant for a term of years, and the lease contained covenants by the defendant to keep the premises in repair. In 1869 the defendant sub-let the premises to Mead, and the sub-lease contained covenants by Mead to repair in exactly similar terms to those contained in the original lease. The action was brought to recover damages for breach of covenant by the defendant to repair the premises. The defendant obtained leave from the Divisional Court, overruling Field, J., at chambers, to issue a third-party notice to Mead. Mead entered an appearance, and the defendant took out a summons under ord. 16, r. 52, for directions as to the mode of trial. Field, J., at chambers, refused to make any order upon the summons. On appeal, the Divisional Court affirmed the order refusing to give directions. The court said that, before giving directions, they must be satisfied that "there is a question proper to be tried as to the liability of the third party to make contribution or indemnity." The words in the old rule (ord. 16, r. 17), "other remedy or relief," do not appear in the new rule. There is clearly no question of contribution; and there is no question of indemnity, for, though the covenants in the two leases are the same, the measure of damages may be totally different, and this was not like a case where the sub-lessee had agreed to indemnify the lessee against any breaches of covenant contained in the original lease.—SOLICITORS, *Pontifex, Howitt, & Pitt; E. W. Reeves*, for *Sedgwick, Turner, & Walker*, Watford.

JUDGES' CHAMBERS.*

QUEEN'S BENCH DIVISION.

(Before MATHEW, J.)

Jan. 17.—*Mack* v. *Ward; Oldham, Garnishee.*

Attachment of debts—Money in the hands of liquidator of company—Ord. 45, r. 1.

Money in the hands of the liquidator in a voluntary winding up of a company cannot be attached by the judgment creditor of a shareholder.

This was an appeal by a judgment creditor from the refusal of the district registrar of Liverpool to attach a debt due from the liquidator in the voluntary winding up of the Aston Ship Company to the judgment debtor.

W. R. Kennedy, for the judgment creditor.—The district registrar has held that this debt is not attachable, on the authority of *In re Hunter* (L. R. 8 C. P. 24). That was the case of an official assignee; but this is the case of a liquidator in a voluntary winding up, who is not responsible to the court, but is only the representative of the company. The debtor, if he could not have proceeded against the liquidator for this debt, undoubtedly could have proceeded against the company. The liquidator has stated to the judgment creditor that he had paid all the creditors of the company except the judgment debtor and one other, and that he should have paid the judgment debtor but for this proceeding. He also referred to *Ex parte Turner* (30 L. J. Ch. 92); *Webb* v. *Stenton* (L. R. 12 Q. B. D. 518).

MATHEW, J.—This money is still in the hands of the company. The liquidator receives instructions from the company, on which he is no doubt bound to act. He is bound to realize the assets of the company, and to distribute them among the shareholders. But he is not bound to a particular shareholder; and I fail to see what cause of action any shareholder would have who did not receive his share.

No order.

Solicitors for the judgment creditor, *Gregory & Co.*, for *Hill, Dickinson, & Co.*, Liverpool.

* Reported by A. H. BITTLESTON, Esq., Barrister-at-Law.

Jan. 17.—*Jones* v. *Jones and another.*

Time for answering interrogatories—Omission to serve copy of receipt for deposit with interrogatories—Ord. 31, r. 6.

This was an appeal from the refusal of Master Dodgson to order the plaintiff to file his answer to interrogatories on or before the 21st inst.

The defendants in this action having been advised, after the pleadings were closed, that it was essential to their counter-claim that they should interrogate the plaintiff, obtained leave to do so on the 11th inst. On the following day the requisite deposit was made and the interrogatories were delivered; but, through inadvertence, a copy of the receipt for the deposit was not served with the interrogatories. The mistake was afterwards discovered and a copy of the receipt for the deposit was served on the 15th inst.

It was stated that if the time for answering the interrogatories was only to begin to run from the time of service of the receipt, the answers would not be received in time for the trial at the assizes.

MATHEW, J.—I regret that I have no power to help you. The words of the rule are distinct. The appeal must be dismissed, but without prejudice to any application that may be made to change the venue.

Solicitors for the plaintiff, *Bolton, Robbins, & Busk.*

Solicitors for the defendants, *Graham & Adams*, for *R. T. Parry*, Pwllheli.

Jan. 17.—*Hobson* v. *Monk and another.*

Summons under order 14—Mortgagor and mortgagee—Attornment clause in mortgage deed—Ord. 3, r. 6 (*f.*).

A writ of summons cannot be specially indorsed in an action for the recovery of land by a mortgagee against a mortgagor, who has attorned tenant to the mortgagee, where the tenancy may be determined without any notice to quit.

This was an appeal by the plaintiff from the refusal of Master Butler to make any order upon a summons under order 14.

The action was brought by a mortgagee against the mortgagor for possession. The mortgage deed was in the usual form, and contained an attornment clause, whereby the mortgagor attorned tenant to the mortgagee of the hereditaments and premises thereby conveyed, at a yearly rent equal to one year's interest on the debt, to be paid half-yearly on the same days as interest was payable on, with a proviso that the mortgagee, his heirs or assigns, might at any time after default by the mortgagor enter into and upon the said hereditaments and premises, or any part thereof, and determine the tenancy thereby created, without giving the mortgagor any notice to quit.

Swinfen Eady, for the plaintiff.—This is a case within ord. 3, r. 6 (*f.*). The attornment clause in the mortgage deed raises the relationship of landlord and tenant between the mortgagee and the mortgagor. The effect of the clause as to not being entitled to any notice to quit is only to cut down the tenancy from year to year to a tenancy at will. The plaintiff has given notice to determine the tenancy. This is, therefore, the case of an action for the recovery of land by a landlord against a tenant whose term has been duly determined by notice.

Brynmôr Jones, for the defendants, was not called upon.

MATHEW, J.—I am clearly of opinion that order 14 was not intended to apply to any such case as this. A yearly tenancy is no doubt created by this deed; but the plaintiff is to have all the rights of a mortgagee. That is to say, he may determine the tenancy otherwise than he could if the defendants were simply yearly tenants. The proviso enables the plaintiff to enter not as landlord, but as mortgagee. This is a mortgagee bringing his action to recover possession of the mortgaged premises. Order 14 does not apply to that case.

Appeal dismissed; costs defendants' in the action.

Solicitors for the plaintiff, *Rooks & Co.*

Solicitors for the defendants, *Lousada & Emanuel.*

Jan. 17.—*Wagstaff and another* v. *Jacobowitz.*

Summons under order 14—Dismissal of previous summons—Fresh materials.

The dismissal of a summons under order 14 is no bar to a fresh application upon fresh materials.

This was an appeal by the defendant from the decision of the master upon a summons under order 14, giving leave to defend upon the terms of bringing money into court.

The writ in the action was issued in April, 1883, and the plaintiff took out a summons under order 14 in May, which was heard before a master and dismissed. There was no appeal against this decision. The pleadings closed in August, and the present summons was taken out on January 12.

L. G. Pike, for the defendant.—There was no jurisdiction to hear this summons. The dismissal of the previous summons is conclusive. The plaintiffs say in their affidavit that they have only just discovered a letter which contains an admission; but that does not enable them to make a fresh application. It is submitted, further, that this application is altogether too late.

MATHEW, J.—The plaintiffs can make a second application on fresh materials. The master who heard the first application only decided that a case for judgment was not made out on the then materials.

The appeal was then heard, and ultimately the order was varied by giving the defendant unconditional leave to defend.

Solicitors for the defendant, *Shaen & Co.*

Jan. 18.—*Wood* v. *Goodwin.*

Pleading—Matters arising pending the action—Right to sign judgment for costs—Order 24.

This was an appeal by the defendant from the refusal of Master Manley Smith to set aside a judgment signed by the plaintiff for his costs of the action, and to allow the defendant to sign judgment for the amount by which his further set-off and counter-claim overtopped the plaintiff's claim.

The action was brought to recover £100 19s. 6d., the price of fixtures and other articles sold and delivered to the defendant. The defence denied that the goods were ever sold or delivered to the defendant, and alleged, by way of set-off, an agreement that any debt due to the plaintiff by any member of the firm to which the defendant belonged should be set off against a loan of £200 made by the said firm to the plaintiff.

The reply denied the alleged agreement, and said that the loan of £200 was made by one D. W. Goodwin, who received the plaintiff's promissory note, dated the 1st of January, 1883, at twelve months, in consideration thereof. This reply was delivered on the 20th of December, 1883, and on the 11th of January, 1884, the defendant put in a further set-off and counter-claim for £210, alleging that, after the delivery of the defence, and within eight days before the further counter-claim, the defendant became entitled to a promissory note for £200, with interest, payable by the plaintiff, and indorsed to the defendant by D. W. Goodwin. The plaintiff confessed this defence, and signed judgment for his costs.

J. Holmes Poulter, for the defendant.—It is submitted that a counter-claim and set-off are not within order 24. The right of pleading a set-off or counter-claim arising after action brought does not depend upon this order, but upon section 24, sub-section 3, of the Judicature Act, 1873. The defendant is, therefore, entitled to go to trial on the issues raised by the original defence, and, if he succeeds, to have the whole costs of the action. Even if order 24 applies to a counter-claim, the defendant is entitled to rely on his original defence, as the old practice that putting in a further defence waives the original defence is no longer in force. Further, the defendant is entitled in any case to the amount by which his counter-claim overtops the plaintiff's claim, as that is admitted on the pleadings, and comes, therefore, within ord. 32, r. 6, and ord. 21, r. 17. He cited *Beddall* v. *Maitland* (L. R. 17 Ch. D. 174); *Callender* v. *Hawkins* (L. R. 2 C. P. D. 592); *Toke* v. *Andrews* (L. R. 8 Q. B. D. 428).

R. Vaughan Williams, for the plaintiff.—If order 24 does not apply to a counter-claim, the defendant could not have pleaded his further counter-claim and set-off at all. As to his right to go to trial on the issues raised by the original defence, it could not have been intended that the plaintiff should be bound to try those issues after he has confessed a further defence. The defendant must be taken to rely upon his further defence. Ord. 24, r. 3, does not say that the plaintiff may only confess the further defence if there are no other pleas on the record. It says that the plaintiff may deliver a confession of the defence. As to the discretion given by the last part of the rule, the defendant has, since the action began, obtained the assignment to him of a promissory note. As he chooses to rely on a purchased defence, the plaintiff should have his costs up to the time of its being pleaded.

MATHEW, J.—A counter-claim and set-off is a defence within order 24. I shall order that the judgment stand; the plaintiff to have the costs of the cause up to the time of the defendant pleading the set-off arising after action. No costs on either side of any of the other issues raised in the action; the defendant to be entitled to judgment for £115.

Solicitors for the plaintiff, *C. C. Ellis, Munday, & Co.*, for *William Lambert*, Great Malvern.

Solicitor for the defendant, *J. Arthur Talbot*, for *W. H. Talbot*, Kidderminster.

Jan. 18.—*Cass* v. *Fitzgerald.*

Discovery—Letters referred to in particulars—Ord. 31, rr. 15, 18.

This was an appeal by the defendant from Master Johnson's refusal to order discovery of three letters referred to in the plaintiff's particulars of claim.

The action was brought to recover fees for medical attendance, &c., upon the defendant and his wife. The letters in question were letters which the plaintiff alleged, in particulars of his claim, that he had been ordered by a master to deliver, that he received from the defendant and in answer to which he sent advice and prescriptions. No statement of defence had been delivered, and no deposit made.

On behalf of the defendant it was contended that the case came within ord. 31, rr. 15, 18, and that particulars were within the words "pleadings or affidavits."

McClymont.—A document mentioned in particulars is not within the rule. This is an attempt to obtain discovery without making any deposit and before defence.

MATHEW, J., held that the case came within the rule, and made the order for inspection.

Solicitors for the plaintiff, *Cooper & Baker.*

Solicitors for the defendants, *T. Durant, junr.*

Jan. 21.—*Calvert and others* v. *Davison and others.*

Costs—Actions founded on contract—Recovery of less than £20—30 & 31 Vict. c. 142, s. 5—Ord. 65, r. 12.

This was an application for an order allowing the plaintiff his costs of suit.

The action was founded on contract, and the plaintiff had obtained judgment by default for a sum less than £20.

In support of the application, *Brown* v. *Edwards* (46 L. T. 58) was cited, and it was urged that if the expectation that order 14 would apply was a reasonable ground for proceeding in the superior court, the expectation of the defendant's not appearing was an *à fortiori* ground; that no more costs were asked for than the plaintiff would have been entitled to if he had brought his action in a county court; and that, as a matter of fact, the costs would be less than if that had been done.

MATHEW, J.—I am asked to say that ord. 65, r. 12, applies to all actions founded on contract in which the plaintiff recovers less than £20. By section 5 of the County Court Act, 1867, if less than £20 is recovered, the plaintiff is to have no costs. I do not think that the rule is intended to apply to those cases. There may be special grounds in some cases for allowing the plaintiff costs, where he recovers less than £20; but no special grounds are shown to me here. If I acceded to this application, I should be laying down a general rule that a plaintiff who recovers less than £20 is entitled to costs on the county court scale.

Application refused.

CASES OF THE WEEK.

ACT OF BANKRUPTCY—DEBTOR'S SUMMONS—TRADER—NOTICE TO DISPUTE DEBT—RIGHT TO DISPUTE TRADING—BANKRUPTCY ACT, 1869, s. 6, SUB-SECTION 6; s. 7.—In a case of *Ex parte Walden*, before the Court of Appeal on the 17th inst., the question arose whether a debtor, on whom a debtor's summons has been served under the Bankruptcy Act, 1869, as a trader (*i.e.*, a seven days' summons), and who has applied under section . of the Act to have the summons dismissed, on the ground that he is not indebted, but has not denied the trading, is entitled, on the hearing of his application, to dispute the trading. A debtor's summons was issued in which the debtor was described as a printer and stationer, and the summons warned him that unless, within seven days after service, he should pay the sum demanded to the summoning creditor, or compound for the same to his satisfaction, he would have committed an act of bankruptcy on which he might be adjudicated a bankrupt. The summons was issued upon an affidavit by the creditor, which stated that the debtor carried on business as a printer and stationer. The debtor applied, under section 7 of the Bankruptcy Act, 1869, to have the summons dismissed, on the ground that he was not indebted to the creditor in the sum claimed by the summons or in any sum, but the affidavit which he filed did not deny that he was a trader. On the hearing of the application the objection was raised that he was not a trader, and, the summoning creditor not being able to prove the trading, the registrar dismissed the summons, on the ground that the trading was not proved. The Court of Appeal (Lord SELBORNE, C., and COTTON and FRY, L.JJ.) reversed this decision. Lord SELBORNE, C., said it was not necessary to determine whether by some proper proceeding a man who was summoned as a trader could get rid of the summons, on the ground that he was not a trader. The question was whether, when a summons regular in form had been served, the affidavit on which it was issued stating that the debtor was a trader, and the debtor having applied for the dismissal of the summons under section 7, but not having filed any affidavit denying that he was a trader, or having given any notice to the creditor directed to that point, it was incumbent on the creditor to repeat his original evidence of the trading. There was no authority for such a proposition; there was no foundation for it in the Act or the Rules; and there was no principle in favour of it. COTTON, L.J., was of opinion that, in proceedings taken under section 7 to dismiss a debtor's summons, it was not competent for the debtor to raise the objection that the creditor had not proved the trading. If a bankruptcy petition, founded on non-compliance with the summons, was presented, of course the trading must be proved. FRY, L.J., concurred.—SOLICITORS, *Hindson-Miller & Vernon; S. S. Seal.*

EXECUTOR—WILFUL DEFAULT—EMPLOYMENT OF AGENT—ONUS OF PROOF.—In a case of *Brier* v. *Evison*, before the Court of Appeal on the 16th inst., a question arose as to the *onus* of proving wilful default by an executor. Executors had employed an agent to collect a number of small debts owing to the testator; the agent had become a defaulter, and some of the money which he had collected had been lost to the estate. Chitty, J., held that the appointment of an agent was proper under the circumstances, but he treated the receipt by the agent as a receipt by the executors, and ordered them to pay the money which the agent had misapplied. The Court of Appeal (Lord SELBORNE, C., and COTTON and FRY, L.JJ.) discharged this order. They held that, the appointment of the agent having been a proper one, the *onus* was on the plaintiffs to show that the executors had been guilty of negligence in not obtaining payment of the money from him, and that the plaintiffs had not discharged this *onus*.—SOLICITORS, *Learoyd & Co.; Brown & Berridge.*

WILL—LEGACY—MISDESCRIPTION OF LEGATEE—GIFT TO WIFE DURING WIDOWHOOD—MARRIAGE INVALID AB INITIO.—On the 21st inst. the Court of Appeal (Lord Selborne, C., Lord Coleridge, C.J., and Cotton, L.J.) affirmed the decision of FRY, J., in the case of *Boddington* v. *Clairat* (31 W. R. 449, L. R. 22 Ch. D. 597, 27 SOLICITORS' JOURNAL, 214). The question was whether a legacy to the wife of a testator, and a gift of an annuity to her during widowhood, had failed by reason of the fact that, between the date of the will and the death of the testator, the marriage had, at the instance of the wife, been declared void *ab initio* on account of the impotency of the husband. The testator gave a fund to trustees on trust to pay to his wife, E. C. B., a legacy of £200, and, in addition thereto, "to pay to my said wife, so long as she shall continue my widow and unmarried," an annuity of £300, "or otherwise in lieu and substitution of the said annuity, at the option of my said wife if she shall prefer it, a legacy of £2,000. And I direct that the provision hereby made for my said wife shall be in lieu and satisfaction of any dower or thirds to which she might be entitled out of my estate." The will was made in 1879. In April, 1881, a decree absolute was made by the Divorce Division, at the instance of the wife, declaring the marriage null and void *ab initio* by reason of the husband's impotency. In July, 1881, the husband died. FRY, J., held that the widow was entitled to the legacy of £200, because the description of her as the wife of the testator was a mere misdescription, but that she was not entitled to the annuity, because, never having been in law the testator's wife, she could not be his widow, and the option to take a legacy of £2,000 did not arise, because that was only to be in lieu of the annuity. This decision was affirmed by the Court of Appeal on substantially the same grounds. Lord SELBORNE, C., said that the words, "in addition thereto to pay to my said wife, so long as she shall continue my widow and unmarried, an annuity of £300," &c, plainly made the *status* of widow the condition of the inception and duration of the gift. It had been ingeniously argued that if the word "unmarried" had stood alone, the case would have been the same as if the lady had really been the testator's wife. But the moral obligation on a man to provide for his widow depended on the fact that she was his widow, and in the clause under consideration "widow" was the important word, and "unmarried" was added *ex majore cautelâ*. The condition of widowhood was not fulfilled in this case, and, therefore, the gift of the annuity failed. As to the legacy of £200, that was good, because the word "wife" was there only a misdescription. That description was not to be taken as meant to deprive the lady of the gift if the marriage was annulled. As to the legacy of £2,000, was that on the condition attached to the annuity? His lordship thought it was. What was meant was that the legatee might, if she pleased, commute the annuity into a capital sum. Lord COLERIDGE, C.J., and COTTON, L.J., concurred.—SOLICITORS, *Ward, Mills, & Co.; Sandilands, Humphry, & Armstrong.*

ACT OF BANKRUPTCY—"REMAINING OUT OF ENGLAND WITH INTENT TO DEFEAT OR DELAY CREDITORS"—ENGLISHMAN RESIDING ABROAD—BANKRUPTCY ACT, 1869, s. 6, SUB-SECTION 3.—In a case of *Ex parte Brandon*, before the Court of Appeal on the 17th inst., a question arose as to the commission of an act of bankruptcy by a debtor "remaining out of England." The debtor was an Englishman, who, in 1876, went with his family to reside at Boulogne, in France, where he took a house. At that time he was not being pressed by any creditors. During part of the years 1877 and 1878 (about fourteen months altogether) he was in England, living in lodgings in London, where he was managing the business of a newspaper, which he had purchased. When he discontinued that business he went back to live with his family at his house in France. In 1880 he, for a period of nine months, occupied with his family a furnished house in England, his house in France being, during that time, let furnished. At the end of that period he returned to his residence in France, where he had since remained, occasionally visiting England. The petitioning creditor's debt was contracted during the fourteen months' residence in England. In the course of one of the debtor's visits to England in 1882 he accidentally met the petitioning creditor, who asked him why his debt had not been paid, and alluded to his having gone away. The debtor replied that his newspaper business had resulted in a number of claims against him, and he thought that if he kept abroad he should be able to settle them more easily. In this state of circumstances it was alleged that the inference was that the debtor had remained out of England with intent to defeat or delay his creditors, and had thus committed an act of bankruptcy. The Court of Appeal (Lord SELBORNE, C., and COTTON and FRY, L.JJ.) held that the alleged intent had not been proved. Lord SELBORNE, C., said that the remaining abroad must be considered with regard to the circumstances of the debtor's foreign residence. In the present case the debtor had, from a period anterior to the contracting of the petitioning creditor's debt, had a *bonâ fide* residence abroad, and apparently this had ever since been his only proper residence. The original constitution of the foreign residence could not be said to have been with a view to defeat or delay creditors. The strongest point against the debtor was the conversation which he had with the creditor in 1882. But, if that conversation were honest (and there was nothing to lead to a contrary conclusion), the inference to be drawn from it was that the debtor really thought that when he was at home at his own residence with his wife and family, where the people lived who were in the habit of giving him credit, it would be more easy for him to settle with his creditors. And it must not be forgotten that France was a civilized country, in which creditors could sue their debtors. It came to this, that the debtor stayed at home, his home being in a foreign country. His lordship did not think it must be inferred that he did so with intent to defeat or delay his creditors. COTTON and FRY, L.JJ., concurred.—SOLICITORS, *G. S. & H. Brandon; Lumley & Lumley.*

COMPANY—WINDING UP—SET-OFF—ASSIGNEE OF CLAIM AGAINST COMPANY—MUTUAL CREDIT—JUDICATURE ACT, 1873, s. 25, SUB-SECTION 6—JUDICATURE ACT, 1875, s. 10—BANKRUPTCY ACT, 1869, s. 39.—In a case of *In*

re The Milan Tramways Company, a question as to the right of the liquidator of a company in liquidation to set off as against an assignee of debts due by the company a sum of money ordered to be paid by the assignee to the liquidator in respect of a misfeasance under section 165 of the Companies Act, 1862. An order to wind up the company was made in 1877. In the year 1879, H., who had been an original director of the company, bought up some debts due by the company, in respect of which proofs had been then admitted, but no dividend had been declared. On the 5th of February, 1880, the liquidator took out a summons against H., under section 165, for a misfeasance in respect of certain fully paid-up shares which he had received from the promoter of the company. On the 25th of February, 1880, H. assigned the debts which he had bought to T., for value. On the 28th of July, 1880, an order was made on the summons that H. should pay to the liquidator £2,000, as the nominal value of the shares which he had received. After this order had been made a dividend was declared on the debts, and the liquidator claimed to set off the debts against the £2,000 due from H., or at any rate to impound the dividends in part satisfaction of the £2,000. It was contended that T. took the assignment of the debts subject to any equity which affected, or might affect, H. Kay, J., decided against the claim of the liquidator, on the ground that the £2,000 was damages, not a debt (31 W. R. 107, L. R. 22 Ch. D. 123). The Court of Appeal (Lord SELBORNE, C., and COTTON and FRY, L.JJ.) affirmed the decision. Lord SELBORNE, C., said the purchase was made by T. with perfect *bona fides*. There was no suggestion of any collusion, but, of course, the purchaser must take subject to whatever risk there might be. The case was this. A. proved a debt. He then made an equitable transfer of his right of proof to B., and B. again transferred the right *bond fide* to C. B. was a debtor to the company. His lordship would call him so for the present; he would consider the nature of the debt presently. This debt was established after the assignment to C., and, after it had been established, the liquidator claimed to set it off against the claim of C. This might be the law, but, if so, it did not seem to rest on any principle of natural justice or equity. Was it, then, the law? By section 10 of the Judicature Act of 1875 the rule in bankruptcy was made applicable to companies in liquidation if they were insolvent. But what was the rule in bankruptcy? It depended on section 39 of the Bankruptcy Act, 1869, which provided that, "where there have been mutual credits, mutual debts, or other mutual dealings between the bankrupt and any other person proving or claiming to prove a debt under his bankruptcy, an account shall be taken of what is due from the one party to the other in respect of such mutual dealings, and the sum due from the one party shall be set off against any sum due from the other party, and the balance of such account, and no more, shall be claimed or paid on either side respectively." His lordship understood this to mean that a balance was to be struck at the date of the bankruptcy, and that the rights and liabilities of the creditor were not to be altered afterwards in any matter of substance. That being so, the court had here to deal only with the original creditor. He proved for a debt in respect of which there was no right of set-off; there was no ground for diminishing his proof. The proof, when made, was undoubtedly subject to any right of diminution which might appear to exist as against the creditor who made the proof. For this purpose the company knew no one but that creditor. Of course the right of proof might be assigned. But, after it been assigned, it was impossible to say that it was to be subject to some new right of set-off as against the assignee. It was impossible to say that a debtor to the company could acquire a right of set-off against the company by buying up a debt of the company from a person who had no right of set-off. And if the one party could not acquire a right of set-off in this way, neither could the other. Then came the question whether there was any right to set off the dividend. But what law was there that there could be such a set-off? His lordship knew of no such law, nor did he know of any principle in favour of it. It was not a case of counter-claim; that could arise only between litigants who had cross-demands. These observations would all apply if there was nothing in the nature of the claim of the liquidator to give greater force to them. Kay, J., had treated the liquidator's claim as one for unliquidated damages; if it was of that nature it was clear there could be no set-off until the damages had been ascertained. The Lord Chancellor said he would not describe the claim exactly in that way, but it came to much the same thing. It appeared to him that if the nature of the claim was regarded, it must have been established before it could be the subject of a set-off. The order of Kay, J., was right. COTTON, L.J., said that the Lord Chancellor had fully disposed of the question as to the rule in bankruptcy. But the other point was that the liquidator had a right as against H. to retain the dividends upon the debts. H., however, was not making any claim against the company. T. was coming to take advantage of the claims of the creditors who had originally proved the debts, and in whose names the debts had been established. They had equitably assigned their rights. It was said that an equity to retain the dividends attached while the claims were in the hands of H. But T. was insisting, not on any right of H., but on the rights established by the creditors who originally proved the debts, and who afterwards assigned, not the debts, but their rights of proof. It was said that section 25, sub-section 6 of the Judicature Act had made a difference. That sub-section introduced this novelty, that an assignee in equity of a debt could sue in his own name, but subject to any equity which affected his assignor. Here, however, the assignee of the claim was suing in the name of the person who originally established the right. If there had been any equity as against the original creditors the matter would have stood in a very different position. FRY, L.J., said that there was no ground for an equitable set-off, for at no time were there two debts subsisting in the same person. Then, as to the right in bankruptcy, he thought it was plain that section 39 referred to the condition of things at the time of the bankruptcy. Moreover, his lordship was not convinced that, as between the company and H., there was any mutual credit, mutual debt, or mutual dealings. The claim of the company against H. was not a debt until it was established. The company had a right of election to take either the shares or their value, and, until that election was finally made, there was no demand against H. Nor could the right to set off the dividends arise until the dividends were declared.—SOLICITORS, *Lumley & Lumley; Vallance & Vallance*

SOLICITOR AND CLIENT—RETAINER—WRIT ISSUED BY LONDON AGENTS.—In the case of *Wray* v. *Kemp*, before Chitty, J., on the 18th inst., a motion was made by the plaintiff, Ann Wray, that her name might be struck out as co-plaintiff in the writ of summons, on the ground that such writ had been issued without her authority. It appeared that the plaintiff, who was the administrator *de bonis non* of her late husband, the only unadministered estate being a sum received by a mortgagee under a sale by him of mortgaged property. The plaintiff sent to a country solicitor a letter as follows:—"I retain you to act as my solicitor in the administration of my late husband's estate, and authorize you to investigate the accounts of the mortgage, and take such steps as you may think fit and proper in the matter on my behalf." The plaintiff was an illiterate person, and signed the letter with her mark. The country solicitor instructed his London agents to issue the writ in the present action, which was for an account of the proceeds of a sale of the mortgaged property, and they accordingly issued the writ in the name of their firm on behalf of Ann Wray and another. CHITTY, J., said that the writ was not one in which the name of the country solicitor appeared. It was, however, said that the London firm had in substance been retained by the plaintiff because it was the usual practice to substitute the name of the London agents for the solicitor in the country. Such a practice as between solicitors themselves was perfectly reasonable, but between solicitor and client the case was otherwise; for the client employed the solicitor by way of personal confidence, and this was the reason of his selecting the particular solicitor. The plaintiff, therefore, on this ground was entitled to have her name struck out. She was entitled to succeed on another ground. The retainer was not sufficiently wide to authorize the institution of an action. In *Atkinson* v. *Abbott* (3 Drew. 251), Kindersley, V.C., said that a retainer should be properly worded, especially when given by an ignorant person. The instructions should be clear and unambiguous. The plaintiff's name must be struck out, and there must be the usual order as to costs. It must, however, be added that the firm who had issued the writ had done so in the usual way of business, and had acted throughout in the best possible faith.—SOLICITORS, *Burton, Yeates, & Co.*, for *Luke White*, Driffield; *Hickin & Graham*.

PRACTICE—MORTGAGE—IMMEDIATE FORECLOSURE JUDGMENT ABSOLUTE AGAINST INFANT—TIME TO SHOW CAUSE.—In the case of *Youngs* v. *Cocker*, before Chitty, J., on the 18th inst., a question arose as to whether judgment for foreclosure could be made absolute against an infant without giving time to show cause. The mortgage was a legal mortgage, and the usual order for foreclosure had been made against all the defendants some time previously, but the interest of the infant had accrued since the making of the order, and an order for revivor had been made. The chief clerk's certificate had been made, and the accounts taken. There had afterwards been default. It was shown that the mortgage debt greatly exceeded the value of the property, and the mortgagee offered to pay the infant's costs as between solicitor and client. The guardian of the infant was of opinion that it was for the infant's benefit that the order should be made. CHITTY, J., said that he thought the mortgagee was entitled to the order. The order appeared to be right, as in this case he was not taking the legal estate away from the infant, and there had been an order for foreclosure against the ancestor. The order would be according to the form given in Seton on Decrees, 4th ed., vol. 2, p. 711.—SOLICITORS, *Pitman & Son; Roscoe, Hincks, & Sheppard*.

MARRIED WOMAN—WIFE'S INTERESTS NOT REDUCED INTO POSSESSION—MORTGAGE—PROTECTION ORDER—41 & 42 VICT. C. 19, S. 4—20 & 21 VICT. C. 85, S. 25—21 & 22 VICT. C. 108, S. 3.—In a case of *In re Emery's Trusts*, before Kay, J., on the 18th inst., a question arose as to the effect of a protection order obtained by a married woman, under the provisions of 40 & 41 Vict. c. 19, s. 4, upon two funds to which she was entitled, in reversion, expectant on the death of tenants for life. The protection order was granted on the 13th of June, 1882, and, on the 21st of July following, the married woman resumed cohabitation with her husband. At various dates prior to the 13th of June, 1882, the funds had been mortgaged by the husband, but the mortgage deeds were not acknowledged by the wife, though she was made a party thereto. The tenant for life of one fund died on the 24th of April, 1882, but no act had been done by the husband before the date of the protection order to reduce the fund into his possession. On the 26th of July, 1882, the tenant for life of the other fund died, and, on the 20th of September following, both funds were mortgaged by the husband and wife to the petitioners, the deed being duly acknowledged by the wife. The trustees paid the funds into court under the Trustee Relief Act, and the last-mentioned incumbrancers, with the wife, now petitioned for the payment out to them of the funds. This was opposed by the mortgagees of the husband. For the petitioners it was contended that the effect of the protection order, which, by the statute above mentioned, is assimilated to that of a decree for judicial separation on the ground of cruelty, was that, under 20 & 21 Vict. c. 85, s. 25, all property which might "come to or devolve upon" the

wife during such separation from her husband could be disposed of by her as if she were a *feme sole*, and further, that in the event of her again cohabiting with her husband, all such property should be held by her to her separate use; and, as to the fund which did not fall into possession until after the date of the protection order, that, by the 21 & 22 Vict. c. 108, s. 8, property to which the wife is possessed, or entitled for an estate in remainder or reversion at the date of the separation, should be deemed to be included in the protection thereby given; and that the wife was consequently entitled to dispose of both funds as a *feme sole*. For the prior mortgagees of the husband, it was contended that the above sections only applied to property which the wife might acquire between the separation and resumption of cohabitation, and that the statute could not enable her, by means of a protection order, to defeat previously acquired rights. KAY, J., decided that the petitioners were entitled. His lordship, after stating the sections of the statutes above referred to, said that the case was covered by authority. The case of *Johnson* v. *Lauder*, (17 W. R. 272, L. R. 7 Eq. 228), which was followed by the late Sir G. Jessel, M.R., in *In re Coward and Adam's Purchase* (23 W. R. 605, L. R. 20 Eq. 179), showed that the fund, the tenant for life of which was dead at the date of separation, was to be considered as "coming to or devolving upon" the wife during the separation; and that the fund, which was still reversionary, was, by section 8 of 21 & 22 Vict. c. 108, to be deemed to be included in the order, and, consequently, might be disposed of by the wife as a *feme sole*. As to the effect of a previous disposition of the fund by the husband, the case of *In re Insole* (14 W. R. 160, L. R. 1 Eq. 470) was a direct authority that, notwithstanding such a disposition, section 25 still applied, and gave the wife an absolute power of disposal over such property. Both funds, therefore, became the property of the wife during the separation as if she were a *feme sole*, and the effect of the resumption of cohabitation is expressly provided for by section 25 already referred to. His lordship added that it might seem a strong thing that, after property had been mortgaged, the effect of an Act of Parliament should be to deprive the mortgagee of his rights; but, inasmuch as the Acts clearly make the property belong to the wife as against her husband, it must equally belong to her as against his assigns. Consequently, the petitioners were entitled to the funds.—SOLICITORS, *Frith Needham; Wright & Co.*, for *Ratcliffe*, Birmingham; *W. H. Stallard*, for *J. Stallard & Sons*, Worcester.

BREACH OF INJUNCTION—CONTEMPT—MOTION TO COMMIT—SERVICE OF ORDER.—In a case of *The United Telephone Company* v. *Dale*, before Pearson, J., on the 15th inst., the question arose whether an order to commit a defendant for breach of an injunction ought to be made when, though it is proved that he had notice of the order, and the order has been drawn up, passed, and entered, it has not been served on him. PEARSON, J., held that it is not necessary that the order should have been served if it is shown that the defendant had full knowledge of it from the first, and knew that the plaintiff intended to enforce it. The rule which was relied on by the defendants in the present case was stated in the text-books to be (but his lordship thought it was wrongly so stated) that in no case where an injunction had been granted, and there had been sufficient time to draw up, enter, and serve the order, would the court make an order to commit the defendant for a breach, if the order had not been served on him. It had been very properly admitted that, if there had been a breach of an injunction immediately after it had been granted, and before there had been time to draw up, enter, and serve the order, the court would inquire whether the defendant had notice of the order, and he would not be allowed to escape by any subterfuge, as, for instance, if, being in court when the judgment was being pronounced, he went out that he might not hear the actual order. But it was said that this did not apply to a case in which the order might have been served. Two cases were relied on. One was *James* v. *Downes* (18 Ves. 522). His lordship thought the *ratio decidendi* of that case was that, by the delay of the plaintiff in drawing up the order, the defendant had been induced to believe that the plaintiff did not intend to proceed with the order at all. Therefore the court refused to assist the plaintiff. The other case was *Van Sandau* v. *Rose* (2 J. & W. 264). That case merely stated the general rule that, if by his *laches* the plaintiff might possibly have misled the defendant, the court would not assist the plaintiff if he had not served the order. The court would not run the risk of doing that which might be harsh and unjust to the defendant by committing him to prison, if there was the slightest doubt whether, owing to the plaintiff's own conduct, he had been drawn into the belief that the plaintiff did not intend to enforce the injunction. But his lordship did not believe the rule to be that in no case in which the order could have been served would the court enforce it by a committal simply because it had not been served, where it appeared, beyond all doubt, that the defendant knew of the granting of the injunction, and that the plaintiff intended to enforce it. In the present case it appeared, beyond all doubt or dispute, that the defendants were perfectly aware of the injunction from the first, and that the plaintiffs were relying on it, and the court would not be doing its duty if it did not commit them for the breach of it merely because the order, though drawn up and entered, had not been served on them. His lordship approved of the decision of Kay, J., in *Avory* v. *Andrews* (30 W. R. 564).—SOLICITORS, *Waterhouse, Winterbotham, & Harrison; Chester, Mayhew, & Co.*

PRACTICE—SHORT CAUSE—ACTION FOR RECTIFICATION OF SETTLEMENT.—On the 19th inst. PEARSON, J., refused to hear as a short cause an action for the rectification of a settlement which had been set down in that way, on the ground that it was too important a matter to be disposed of as a short cause. He ordered the case to go into the general list.—SOLICITORS, *Chester, Mayhew, & Co.*; *Shum, Crossman, & Co.*

FIXTURES—MORTGAGOR AND MORTGAGEE.—In a case of *Smith* v. *Maclure*, before Pearson, J., on the 17th inst., a question arose as to what was included under the term "fixtures" in a mortgage of a leasehold house. The plaintiff was equitable mortgagee of the house, the mortgage creating a charge on the house and premises and all fixtures therein for the payment of the money advanced. The house was fitted up and intended to be used as a club, and there were articles about it which were more or less in the nature of furniture, such as cornice poles, tapestry hangings, valances, gas fittings, gaseliers, a table lamp, which was movable, but could only be screwed on to one particular pipe, pier glasses fixed to the walls in frames, and mantel-boards covered with stamped morocco, laid loose upon the mantel-pieces. It was contended by the mortgagee that all these articles were fixtures, while, for the mortgagor, it was said that they were chattels not fixed to the house, that they were in fact like other pieces of furniture, only fixed up for the purpose of being better displayed, and that their being nailed to the wall did not make them fixtures any more than nailing a picture to the wall, or a carpet to the floor, would make those articles fixtures. PEARSON, J., said he would not enter into a discussion of the numerous cases which had been decided with reference to what were fixtures, but he would consider what was the intention of the parties, the one, in mortgaging, and the other in taking a security for the sum advanced, and, in his opinion, whatever was substantially part of the house, so that it could not be taken away without depriving the house of what was intended to be used with the building, was to be considered as a fixture. As to the gas fittings, he was clearly of opinion that they were fixtures, and so also were the gaseliers; and as the table lamp could not be removed to any other part of the house, but was screwed on to one particular pipe, he thought that also was a fixture. The chimney glasses in frames were, in his opinion, fixtures, and also the cornices and poles, but not the valances, which were apart from the cornices. The mantel-boards, which were not fastened to the mantel-pieces or chimney glasses, could not be considered as fixtures.—SOLICITORS, *Roy & Cartwright; H. F. Kite.*

COMPANY — WINDING UP — CONTRIBUTORY — DIRECTOR — QUALIFYING SHARES.—In a case of *In re The Pandora Theatre Company*, before Pearson, J., on the 16th inst., the question arose whether a person who had acted as a director of a company could be made a contributory in the winding up of the company in respect of the number of shares which, by the articles of association, constituted the qualification of a director. The articles of association of the company provided that the qualification of a director was to be the holding of shares or stock in the company of the nominal value of £500 at the least, and that any director might act before acquiring his qualification, but that the office of director should be vacated if he ceased to hold his qualification shares or should not acquire the same within three months after election or appointment. V. was named as a director in the articles of association. He acted as director for about a month, but no shares were ever allotted to him. The liquidator of the company claimed to placed V. on the list of contributories for the qualifying shares. PEARSON, J., held that V. could not be placed on the list. His lordship said that, if there had been no other fact than that V. was named in the articles of association as one of the directors, there might have been something to say in support of placing his name on the list of contributories, but there was the other article, which distinctly provided that the office of director should be vacated if he ceased to hold his qualification shares or should not acquire the same within three months. That article was evidently intended to give all the directors leave not to acquire shares, and, if they did not, then they were no longer directors.—SOLICITORS, *Carr & Co.*

WILL—CONSTRUCTION—SURVIVOR.—In a case of *In re Hills and Chapman*, before Pearson, J., on the 19th inst., a question arose as to the meaning of the word "survivor" in a will. A testator by his will gave to his wife all his real and personal estate, during her life, for her own use and benefit. And at her decease the testator gave to her daughter M., and W. the son of M., "if they are both living at the time of her death," all his real and personal estate. And, in case of the death of either of them before the testator's wife, he gave the whole unto the survivor of them absolutely. The testator's widow survived him, and both the daughter and her son died before the widow. The daughter's son died before his mother. After the death of the testator's widow, the trustees of the daughter's will (she having by her will devised her real estate to trustees on trust for sale) entered into a contract for sale of the testator's real estate. The purchaser raised the objection that, inasmuch as the daughter did not survive the widow, she took nothing under the gift. The question was whether the word "survivor" meant "longest liver," or whether it referred to survivorship at the death of the testator's widow. PEARSON, J., held that the word "survivor" did not mean simply longest liver, but that neither of the two devisees in remainder could take unless he or she survived the tenant for life. He was of opinion that the case was distinguishable from *White* v. *Baker* (2 D. F. & J. 55), because in that case there was, in the first instance, an absolute gift to the two legatees in remainder, and afterwards a divesting of a moiety, in case of the death of either of them in the lifetime of the tenant for life, whereas in the present case the gift was, in the first instance, contingent upon the devisees surviving the tenant for life.—SOLICITORS, *Clarke, Woodcock, & Ryland.*

SETTLED LAND—SALE—NOTICE BY TENANT FOR LIFE TO TRUSTEES—LUNATIC TENANT FOR LIFE—NOTICE BY COMMITTEE—SANCTION OF COURT OF LUNACY—SETTLED LAND ACT, 1882, ss. 45, 62.—In a case of *In re Roy's Settled Estates*, before Pearson, J., on the 22nd inst., an important question arose as to the form of the notice which is to be given by the tenant for life of settled land, under section 45 of the Settled Land Act, to the trustees for the purposes of the Act, of his intention to sell the land or any part of it—viz., whether a mere general notice of an intention to sell at some time or other—a notice not directed to any particular sale then in contemplation—will be sufficient. Section 45 provides that "(1) A tenant for life, when intending to make a sale, exchange, partition, lease, mortgage, or charge, shall give notice of his intention in that behalf to each of the trustees of the settlement, by posting registered letters, containing the notice, addressed to the trustees, severally, each at his usual or last-known place of abode in the United Kingdom, and shall give like notice to the solicitor for the trustees, if any such solicitor is known to the tenant for life, by posting a registered letter, containing the notice, addressed to the solicitor at his place of business in the United Kingdom, every letter under this section being posted not less than one month before the making by the tenant for life of the sale, exchange, partition, lease, mortgage or charge, or of a contract for the same. (2) Provided that at the date of notice given the number of trustees shall not be less than two, unless a contrary intention is expressed in the settlement." And by section 62, "Where a tenant for life, or a person having the powers of a tenant for life under this Act, is a lunatic so found by inquisition, the committee of his estate may, in his name and on his behalf, under an order of the Lord Chancellor, or other person intrusted by virtue of the Queen's Sign Manual with the care and commitment of the custody of the persons and estates of lunatics, exercise the powers of a tenant for life under this Act." In the present case the settled estate consisted of various properties situate in four different counties, the total rental being upwards of £4,000 a year, some of the land being building land in the neighbourhood of large towns. The tenant for life was a lunatic. The committee of his estate, on his behalf, served a notice on the trustees who had been appointed by the court for the purposes of the Act, stating that the tenant for life, by his committee, "intends to make a sale or lease of all or any part of the said settled estates, at any time or times after the expiration of one month from the date of this notice, as and when a proper opportunity for making any sale or lease in accordance with the powers and provisions of the Settled Land Act, 1882, shall from time to time occur." The committee had not, before giving this notice, obtained any order from the Court of Lunacy authorizing him to give it. The trustees took out a summons, asking a declaration that the notice was not a proper and sufficient notice under section 45. It was urged on behalf of the committee that it would be practically impossible for a tenant for life to sell land, and still more impossible to enter into agreements for leases of building plots, if he must give notice to the trustees of the terms of some particular contract relating to specific land, and then leave the intending purchaser or lessee in uncertainty for a month whether the contract could be carried out. PEARSON, J., held that the notice was insufficient. He was of opinion that the fact that the committee had not obtained the sanction of the Court of Lunacy was of itself a fatal objection. The lunatic could have no intention to sell, the intention could only be through the committee acting for him, and the committee had no power to sell without that sanction. But, independently of that, his lordship had (not without great doubt, considering the difficulty of construing the section) come to the conclusion that the notice must be a notice of a specific and particular sale or lease contemplated at the date of the notice. The section said, "intending to make a sale," &c., and this pointed to a particular sale, &c., then contemplated. If the tenant for life intended to make a sale by auction, it would be very easy for him to say that, on such a day, at such a time, and at such a place he intended to put up for sale either the whole of an estate called Blackacre, or a particular part of it, and either altogether or in lots. That would be a notice of a specific intention to sell either the whole or a part of a particular estate. In the same way he could give notice of his intention to grant leases of a specified number of acres. His lordship could not conceive that the intention of section 45 was that a general notice could be given such as had been given in the present case. This view was confirmed by the latter part of clause (1) of that section, which said that the notice was to be posted not less than one month "before the making of the sale or *of a contract* for the same." A contract for what? It must mean a contract for selling the whole or some specific part of the estate, as the case might be; not an indefinite contract, but a contract for the sale which had been mentioned. If a merely general notice was sufficient, then every tenant for life, immediately on coming into possession of the estate, might give such a notice to the trustees which would be effectual as regarded any sale during the whole of his life, which might last for forty years or more. If this could be done, the appointment of trustees for the purposes of the Act would be a mere delusion; no protection would be afforded to the remaindermen. His lordship was confirmed in this view by the decision of the Court of Appeal in *In re Kemp's Settled Estates* (31 W. R. 930, L. R. 24 Ch. D. 485, 27 SOLICITORS' JOURNAL, 682), that the solicitor of a tenant for life ought not to be appointed a trustee for the purposes of the Act, because the trustees had duties to perform and independent persons ought to be appointed. The notice given in this case was not a good one, and the committee must pay the costs of the summons. [This decision is contrary to the opinion expressed by Messrs. Wolstenholme and Turner in their notes on the Act.]—SOLICITORS, *Wynne & Son*; *Blume, Tebbs, & Lawford*.

SETTLED LAND—ABSOLUTE TRUST FOR SALE—CONSENT OF TENANT FOR LIFE—SETTLED LAND ACT, 1882, ss. 56, 63.—In a case of *Taylor* v. *Poncia*, before Pearson, J., on the 17th inst., the important question arose for decision (which was raised but not decided in *In re Earle and Webster's Contract*, 31 W. R. 887, L. R. 24 Ch. D. 144, 27 SOLICITORS' JOURNAL, 599)—viz., whether in the case of an absolute trust for sale, the consent of the person or persons who is or are tenant or tenants for life under the instrument creating the trust, is, by virtue of the Settled Land Act, necessary to the validity of a sale by the trustees. Section 63 of the Act provides—(1) "Any land, or any estate or interest in land, which under or by virtue of any deed, will, or agreement, covenant to surrender, copy of court-roll, Act of Parliament, or other instrument or any number of instruments, whether made or passed before or after, or partly before and partly after, the commencement of this Act, is subject to a trust or direction for sale of that land, estate, or interest, and for the application or disposal of the money to arise from the sale, or the income of that money, or the income of the land until sale, or any part of that money or income, for the benefit of any person for his life, or any other limited period, or for the benefit of two or more persons concurrently for any limited period, and whether absolutely, or subject to a trust for accumulation of income for payment of debts or other purpose, or to any other restriction, shall be deemed to be settled land, and the instrument or instruments under which the trust arises shall be deemed to be a settlement; and the person for the time being beneficially entitled to the income of the land, estate, or interest aforesaid until sale, whether absolutely or subject as aforesaid, shall be deemed to be tenant for life thereof; or if two or more persons are so entitled concurrently, then those persons shall be deemed to constitute together the tenant for life thereof; and the persons, if any, who are, for the time being, under the settlement trustees for sale of the settled land, or having power of consent to, or approval of, or control over the sale, or if under the settlement there are no such trustees, then the persons, if any, for the time being, who are by the settlement declared to be trustees thereof for purposes of this Act are, for purposes of this Act, trustees of the settlement." (2) "In every such case the provisions of this Act referring to a tenant for life, and to a settlement, and to settled land, shall extend to the person or persons aforesaid, and to the instrument or instruments under which his or their estate or interest arises, and to the land therein comprised," subject to certain exceptions which it is not necessary now to state. And by section 56 (1), "Nothing in this Act shall take away, abridge, or prejudicially affect any power for the time being subsisting under a settlement, or by statute or otherwise, exerciseable by a tenant for life, or by trustees with his consent, or on his request, or by his direction, or otherwise, and the powers given by this Act are cumulative. (2) But, in case of conflict between the provisions of a settlement and the provisions of this Act, relative to any matter in respect whereof the tenant for life exercises or contracts, or intends to exercise any power under this Act, the provisions of this Act shall prevail, and, accordingly, notwithstanding anything in the settlement, the consent of the tenant for life shall, by virtue of this Act, be necessary to the exercise by the trustees of the settlement or other person of any power conferred by the settlement exerciseable for any purpose provided for in this Act." In the present case a testator, by his will, made in 1864, devised the residue of his real estate to trustees, upon trust to receive the rents thereof during the life of his wife, and to stand possessed thereof upon trust to pay to his wife an annuity of £1,500, and to accumulate the surplus, and after the death of the wife upon trust, with all convenient speed, absolutely to sell the real estate, and to stand possessed of the proceeds of sale and of the accumulations of the surplus rents, upon trust to pay one-fourteenth part thereof to each of seven sons of the testator named in the will, and another one-fourteenth part to a daughter named in the will; and the testator directed that his trustees should stand possessed of another fourteenth part upon trust to pay the income thereof to another daughter of the testator, and after her death to hold the principal on certain trusts for the benefit of the children of the daughter. The remaining five fourteenth shares were in the same way given on such trusts respectively for the benefit of five other daughters of the testator and their children. The testator died in 1867. The suit was commenced in 1868 in the Court of Chancery for the execution of the trusts of the will and the administration of the testator's estate. The plaintiffs were one of the daughters and her children (who were infants) and one of the sons; the defendants were the trustees, of whom the testator's widow was one, and the husband of the plaintiff's daughter was another. The testator's widow died in February, 1883. In May, 1883, an order was made in the suit that a portion of the testator's real estate should be sold with the approbation of the court. Upon a sale under this order the question arose whether the consent of the persons interested under the testator's will as tenants for life, within the meaning of the Settled Land Act, was necessary to the validity of the sale, or whether a conveyance of the legal estate by the trustees would give a good title to the purchaser. PEARSON, J., held that the consent of the tenants for life was not necessary. He said that it would be an absurd construction of the Act to hold that if any one of the tenants for life objected to a sale the trustees would be unable to sell the property, whereas, under the will, it was their plain duty to sell. He was of opinion that the Act was not intended to interfere with the performance of an absolute trust for sale. It was only intended to prevent trustees from exercising a discretionary trust or power of sale without the consent of the tenant for life, and, as at present advised, his lordship thought that in the present case, there being an order of the court that the property should be sold, that order would override the necessity for the consent of the tenants for life, even if that consent could, by any possibility, be said to be otherwise necessary. His lordship therefore held that it was not necessary to have the concurrence of any of the tenants for life in the sale.—SOLICITORS, *Sharpe, Parkers, & Co.*; *Thos. White & Sons*.

NEW ORDERS, &c.

ORDER AS TO SUPREME COURT FEES, 1884.

The Right Honourable Roundell, Earl of Selborne, Lord High Chancellor of Great Britain, by and with the advice and consent of the undersigned judges of the Supreme Court, and with the concurrence of the Lords Commissioners of her Majesty's Treasury, doth hereby in pursuance and execution of the powers given by the Supreme Court of Judicature Act, 1875, and all other powers and authorities enabling him on this behalf, order and direct in manner following:—

I. The fees and per-centages contained in the schedule hereto are fixed and appointed to be, and shall be taken in the High Court of Justice, and in the Court of Appeal, and in any court to be created by any commission, and in any office which is connected with any of those courts, or in which any business connected with any of those courts is conducted, and by any officer paid wholly or partly out of public moneys who is attached to any of those courts, or the Supreme Court or any judge of those courts, or any of them. And the said fees and per-centages shall until otherwise determined by the Treasury be taken by stamps, in the same manner as heretofore, except those taken in the district registries, which shall, until otherwise determined by the Treasury, be taken as the fees and per-centages are now taken.

II. The provisions in this Order shall not apply to or affect any of the matters following (that is to say):—

The existing fees and per-centages in respect of any of the jurisdictions which are not, by the Supreme Court of Judicature Acts, 1873 and 1875, transferred to the High Court of Justice or the Court of Appeal;

The existing fees and per-centages in respect of any matters within the jurisdiction of the Court of Probate at the time of the passing of the Supreme Court of Judicature Act, 1875, other than probate actions, or in respect of any appeal in bankruptcy;

The existing fees and per-centages in respect of any criminal proceedings, other than such proceedings on the Crown side of the Queen's Bench Division as the scale contained in the schedule hereto may be applicable to;

The existing fees and per-centages in respect of matters on the Revenue side of the Queen's Bench Division and proceedings, and business in the office of the Queen's Remembrancer other than such matters, proceedings, and business as the scale contained in the schedule hereto may be applicable to;

The existing fees and per-centages authorized to be taken by any sheriff, under sheriff, deputy sheriff, bailiff, or other officer or minister of a sheriff;

The existing fees and per-centages directed to be taken or paid by any Act of Parliament, and in respect of which no fee or per-centage is hereby provided;

The existing fees and per-centages which shall have become due or payable before this Order comes into operation.

III. Save as otherwise provided by this Order all existing fees and per-centages which may be taken in any of the courts whose jurisdiction is, by the Judicature Acts, 1873 and 1875, transferred to the High Court of Justice or Court of Appeal, or in any office which is connected with any of those courts, or in which any business connected with any of those courts is conducted, or by any officer paid wholly or partly out of public moneys who is attached to any of those courts, or the Supreme Court, or any judge of those courts or any of them, shall be and are hereby abolished.

IV. A folio is to comprise 72 words, every figure comprised in a column, or authorized to be used, being counted as one word.

V. The provisions of Order LXXI. of the Rules of the Supreme Court, 1883, shall apply to this Order.

VI. This Order shall come into operation on the 25th day of January, 1884, and may be cited as "The Order as to Supreme Court Fees, 1884."

The SCHEDULE above referred to.

An Order or Rule herein referred to by number shall mean the Order or Rule so numbered in the Rules of the Supreme Court, 1883.

	£	s.	d.
Summonses, Writs, Notices, Commissions, and Warrants.			
1. On sealing a writ of summons for commencement of an action	0	10	0
2. On sealing a concurrent, renewed or amended writ of summons for commencement of an action	0	2	6
3. On sealing a notice for service under Order XVI., Rule 48	0	2	6
4. On sealing a writ of mandamus	1	0	0
5. On sealing a writ of subpœna for witnesses, not exceeding three persons	0	5	0
6. On sealing a writ of execution, a subpœna pursuant to the Court of Probate Act, 1858, Section 23, and every other writ	0	5	0
7. On sealing or issuing an originating summons under the Act 6 and 7 Vict., c. 73, for the taxation of a solicitor's bill of costs within twelve months after delivery, or delivery of a bill of costs by a solicitor, including the order to be made thereon	0	10	0
8. On sealing any other originating summons	0	10	0
9. On amending same	0	5	0
10. On sealing or issuing a summons for directions under Order XXX.	0	10	0
11. On sealing or issuing any other summons, or Taxing Master's Warrant	0	3	0
12. On filing a notice to have a reference to an Admiralty Registrar placed in the list for hearing	0	10	0
13. On a notice in Admiralty actions pursuant to Order LXVII., Rule 10	0	15	0
14. On sealing or issuing a commission to take oaths or affidavits in the Supreme Court	5	0	0
15. On every other commission	1	0	0
16. On marking a copy of a petition of right for service	0	5	0
Appearances.			
17. On entering an appearance, for each person	0	2	0
18. On amending same	0	2	0
Copies.			
19. On a copy of a written deposition of a witness to enable a party to print the same, for each folio	0	0	4
20. On examining a written or printed copy, and marking or sealing same as an office copy, for each folio	0	0	2
21. On making a copy and marking same as an office copy, for each folio	0	0	6
22. On a copy in a foreign language—*the actual cost.*			
23. On a copy of a plan, map, section, drawing, photograph, or diagram—*the actual cost.*			
24. On a printed copy of an order, not being an office or certified copy, for each folio	0	0	1
Attendances.			
25. On an application, with or without a subpœna, for any officer to attend as a witness, or to produce records or documents to be given in evidence (in addition to the reasonable expenses of the officer) for each day or part of a day he shall necessarily be absent from his office. The officer may require a deposit of stamps on account of any further fees, and a deposit of money on account of any further expenses which may probably become payable beyond the amount paid for fees and expenses on the application, and the officer or his clerk taking such deposit shall thereupon make a memorandum thereof on the application. The officer may also require an undertaking in writing to pay any further fees and expenses which may become payable beyond the amounts so paid and deposited.	1	0	0
Oaths, &c.			
26. On taking an affidavit or an affirmation or attestation upon honour in lieu of an affidavit or a declaration, except for the purpose of receipt of dividends from the Paymaster-General, for each person making the same	0	1	0
27. And in addition thereto for each exhibit therein referred to and required to be marked	0	1	0
Filing.			
28. On filing a special case or petition of right	1	0	0
29. On filing, except in Admiralty actions, and unless otherwise provided, an affidavit, deposition, or set of depositions (including any exhibits annexed to any such affidavit or deposition), statement of claim in default of appearance, official and special referees' certificates, petition, preliminary act, submission to arbitration, award, warrant of attorney, cognovit, bail, satisfaction piece, bond, writ of execution with return and power of attorney, and every other proceeding in a probate action, or in a divorce or other matrimonial cause or matter required by Act of Parliament, general order or order in the action, cause, or matter to be filed in the Principal Probate Registry	0	2	6
30. On filing a scheme pursuant to the Railway Companies Act, 1867, or the Liquidation Act, 1868	1	0	0
31. On filing scripts in a Probate action, or on depositing, pursuant to an Order in any cause or matter, any documents for safe custody or production, if the number does not exceed five	0	5	0
32. If exceeding five	0	10	0
33. On a receipt for any document or documents to which the two last fees apply, when delivered out, or for any other document or documents when delivered out of the Principal Probate Registry	0	2	6
34. On filing an affidavit and notice under Order XLVI., Rule 4	0	10	0
35. On every minute in Admiralty actions pursuant to Order LXVI., Rule 8, for every instrument or document to which the minute relates (other than an exhibit, or any instrument or document previously issued from the registry or the marshal's office), unless otherwise provided	0	5	0
36. On filing a bill of sale and affidavit therewith where the consideration (including further advances) does not exceed £100	0	5	0
37. Above £100 and not exceeding £200	0	10	0
38. Above £200	1	0	0
39. On filing under the Bills of Sale Acts, 1878 and 1882, any other document to which the fees Nos. 36, 37, and 38 do not apply	0	10	0

40. On filing an affidavit of re-registration of a bill of sale or any such other document as in No. 39 mentioned	0	10	0
41. On filing a flat of satisfaction	0	5	0
Certificates.			
42. On a certificate of appearance, or of a pleading, affidavit, or proceeding having been entered, filed, or taken, or of the negative thereof, unless otherwise provided	0	2	6
43. Or if required for use in a foreign country	0	5	0
44. Or if a certificate of proceedings pursuant to Order LXI., Rule 24	0	5	0
Searches and Inspections.			
45. On an application to search for an appearance or an affidavit, and inspecting the same	0	1	0
46. On an application to search an index, and inspect a pleading, judgment, decree, order, or other record, unless otherwise expressly provided for by any Act of Parliament or this Order, and to inspect scripts filed or documents deposited pursuant to an Order for safe custody or production, for each hour or part of an hour occupied	0	2	6
47. Not exceeding on one day	0	10	0
Examination of Witnesses.			
48. On every memorandum of appointment for an examination to be taken before an examiner of the Court	0	5	0
49. On every witness sworn and examined by an officer of the Court in his office, unless otherwise provided, including oath, for each hour or part of an hour	0	10	0
50. On an examination of witnesses by any such officer away from the office (in addition to reasonable travelling and other expenses), per day	3	0	0
51. The officer may require a deposit of stamps on account of fees and a deposit of money on account of expenses, which may probably become payable beyond any amount paid for fees and expenses upon the examination, and the officer, or his clerk, taking such deposit shall thereupon make a memorandum thereof and deliver the same to the party making the deposit. The officer may also require an undertaking, in writing, to pay any further fees and expenses which may become payable beyond the amount so paid and deposited.			
Hearing.			
52. On entering or setting down, or re-entering or re-setting down an appeal to the Court of Appeal, or a cause or matter for trial or hearing in any Court in London or Middlesex, or at any assizes, including hearing on further consideration where no such fee was paid on the original hearing, whether on summons adjourned from chambers or otherwise, and including special case, a petition in a Divorce or Matrimonial cause or matter by which a proceeding is commenced, and petition of right, but not any other petition, nor any other summons adjourned from chambers	2	0	0
53. On entering directions of the judge at a trial pursuant to Order XXXVI., Rules 41 and 42, and certifying same when required	1	0	0
54. On writing for the attendance of Trinity Masters or other assessors on the hearing of an Admiralty action	0	10	0
55. On answering and setting down for hearing in Court a petition by which any proceeding is commenced, unless otherwise provided	1	0	0
56. Any other petition	0	10	0
Judgment, Decrees, and Orders.			
On drawing up and entering judgments, decrees, and orders—			
57. If made in Court on the original hearing or hearing on further consideration of a cause, or on the hearing of a special case or petition, or on any application to the Court of Appeal, unless otherwise provided Where in a Divorce or Matrimonial cause or matter a decree nisi is made, and afterwards a decree absolute, no fee shall be payable on the decree absolute.	1	0	0
58. If a judgment without hearing in Court, or a final order in a Probate action made by a Registrar, or if an order made in a Probate action or in a Divorce or Matrimonial cause or matter on a motion, including filing the case, or application on which the order is made	0	10	0
59. If made on the hearing of an originating summons, unless otherwise provided	0	10	0
60. If made at chambers in the Chancery Division on the hearing of a cause or matter on further consideration	0	10	0
61. If made under Order XV., Order XXXII., Rule 6, or Order XXXIII., Rule 2	0	10	0
62. If made on any application by Order LV., Rule 2, directed to be disposed of in chambers comprised in sections (1), (2), (3), (5), (6), (7), or (10) of the said Rule, exclusive of those comprised in section (12) of the same Rule	0	10	0
63. If an order of course on a petition of right	0	10	0
64. If an order for a commission on a petition of right	1	0	0
65. If an order of course under the Act 6 & 7 Vict. c. 73, to tax a solicitor's bill of costs within 12 months after delivery, or for delivery of a bill of costs by a solicitor where fee No. 7 is not applicable	0	10	0
66. On any other order, including an agreement filed pursuant to Order LII., Rule 23, in Admiralty actions, and filing same	0	5	0
67. On signing a note or memorandum of an order pursuant to Order LII., Rule 14, when required for production, where no order is drawn up	0	3	0
68. On a memorandum to enter an order nunc pro tunc	0	5	0
On Proceedings in the Chancery Division, at the Judge's Chambers, or before a Taxing Master or District Registrar.			
69. On the sale or mortgage of any land or hereditaments pursuant to any order directing a sale or mortgage with the approbation of the Judge made in any cause or matter for the purpose of raising money to be dealt with by the Court in such cause or matter for every £100 or fraction of £100 of the amount raised	0	2	0
70. On the approval of the purchase of any land or hereditaments, or of the title to any land or hereditaments, to be purchased pursuant to any order in any cause or matter with money under the control of the Court in such cause or matter for every £100 or fraction of £100 of the amount of the purchase money	0	2	0
71. On proceedings pursuant to an order in any cause or matter where the amount of the outstanding or undisposed of estate of a deceased person or of the estate subject to any trust or partnership shall be ascertained for the purpose of being dealt with in such cause or matter without deducting any payment to creditors or parties interested after the commencement of the cause or matter, for every £100, or portion of £100, of the amount or value thereof	0	1	0
72. On taking an account of moneys received by an executor, administrator, trustee, agent, solicitor, mortgagee, cotenant, partner, receiver, guardian, consignee, bailee, manager, provisional, official, or other liquidator, sequestrator, or execution creditor, or other person liable to account for every £100, or fraction of £100 of the amount found to have been received without deducting any payment	0	1	0
73. On taking an account of the debts or ascertaining the amount of any debt due from a deceased person or from any company in any cause or matter when any creditor shall be required to prove his debt otherwise than by production of his security, for every £100 or fraction of £100 of the amount found to be due to such creditor, or if more than one, of the aggregate amount found to be due to all such creditors	0	1	0
74. And in any such case, if after evidence adduced by the creditor his claim shall be disallowed, on each such claim	0	10	0
75. On taking an account of or ascertaining the amount due in respect of the debentures or bonds of a joint stock or other company, for every £100 or fraction of £100 of the aggregate amount found to be due	0	2	0
76. On an inquiry to ascertain the heir and next of kin, or the heir or next of kin of any one or more than one deceased person whose estate is being administered in any cause or matter or in respect of whose estate an application is made under Order LV., Rule 3, and on any such inquiry at chambers upon an application under the Act 10 & 11 Vict. c. 96 (the Trustee Relief Act), or the Lands Clauses Consolidation Act, 1845, or any other Act whereby the purchase-money of any property sold is directed to be paid into Court	1	0	0
77. On settling a list of shareholders entitled to a return, where there is any money to be returned, or a list of contributories, for every person settled on either such list not exceeding 2,000	0	2	0
78. On settling under the 13th section of the Companies Act, 1867, the list of the creditors of a limited company which proposes to reduce its capital	5	0	0
79. On settling a scheme pursuant to the Railway Companies Act, 1867, or the Liquidation Act, 1868	5	0	0
80. On settling a scheme for the management of a charity	2	0	0
81. On a certificate of a chief clerk, taxing master, or district registrar of the result of any proceeding or taxation of costs before him, including one or any number of matters	0	10	0

The amount on which the fee No. 69 is payable shall not include the amount which may be payable out of the money raised to any mortgagee or other person entitled to any charge, estate, or interest on or in the property sold, when such mortgagee or other person is not in respect of his mortgage, charge, estate, or interest a party to the cause or matter in which the order is made or bound by the proceedings, although he may consent to or concur in the sale.

The amount on which the fee No. 71 is payable shall not include any outstanding debts believed to be bad or irrecoverable, nor any property the value of which is undefined or uncertain, nor any property to which the fee No. 69 is applicable, nor any money on which the fee No. 72 shall be payable in the same cause or matter.

The amount on which either of the fees No. 70 and 72 is payable shall not include any sum of money or any money arising from the sale of any property upon which either of the fees Nos. 69 and 71 shall have been previously paid.

The value of any stocks, funds, debentures, securities, shares, or other property, the price of which is quoted in the London Daily Stock and Share List, published by the authority of the Committee of the Stock Exchange, to which the fee No. 71 is applicable, shall be the closing price quoted in such published list on the day previous to the fixing the amount of such fee.

When the fee No. 72 shall be applicable to any money received which shall be invested or deposited in a bank, and again be received from such investment or deposit, or shall be paid by one person accounting to any other person accounting in the same cause or matter, or in any other similar case, the fee shall not be payable twice on the same money in the same cause or matter.

When a fee shall be payable on the money raised by the sale of property, and the same property shall be re-sold, in the same cause or matter, the fee payable on the first sale shall be deducted from the fee payable on the second sale.

The amounts for or in respect of which the following fees are payable shall be limited to £200,000, in the following cases—(*a*) the amount raised at any time or times in the same cause or matter in the cases to which the fee No. 69 is applicable; (*b*) the amount of purchase money to be invested pursuant to any one Order in the cases to which the fee No. 70 is applicable; (*c*) the amount in the same cause or matter of the value of the outstanding or undisposed of estate whenever ascertained in the cases to which the fee No. 71 is applicable; (*d*) the amount at any time or times in the same cause or matter found to have been received by any executor, administrator, or trustee in the cases to which the fee No. 72 is applicable, except in the case of a trustee directed to account periodically, and in that case, and in all other cases to which the fee No. 72 is applicable, the amount found to be due by any one certificate or on any one account; (*e*) the amount at any time or times in the same cause or matter found to be due to a creditor or creditors in the cases to which the fee No. 73 is applicable; (*f*) the amount found to be due in respect of debentures or bonds in the cases to which the fee No. 75 is applicable.

The fees Nos. 69 to 80 inclusive shall become due and payable by the party conducting the proceedings to which they apply as part of his costs of such proceedings, and be allowed as follows or otherwise as the Court or a Judge shall direct; that is to say, the fee No. 71 shall become due and payable upon making the certificate or order by which the outstanding or undisposed of estate is ascertained or as to any part thereof the value of which is at that time undefined or uncertain, and which during the further proceedings in the cause or matter shall be realized or the value of which shall be ascertained upon any order or certificate made when or after the same shall be so realized or the value thereof ascertained. The fee No. 72 on taking the account of a receiver, guardian, consignee, bailee, manager, liquidator, sequestrator, or execution creditor, or a trustee directed to pass his accounts periodically shall, upon payment, be allowed in the account unless otherwise ordered by the Court or a Judge. The fee No. 72 in the other cases to which it applies, and the fees Nos. 69, 70, and 73 to 80 inclusive, shall become due and payable by the party conducting the proceeding, on making the certificate or order on the result of the sale, purchase, account, inquiry, or other proceedings to which the fee is applicable; but if the Court or a Judge shall be of opinion that the costs of the party liable to the payment of any such fees will become payable out of any funds or moneys in Court, or to be brought into Court, the Court or Judge may suspend the payment of any such fees until such funds or moneys are dealt with, or for such other time as may be thought fit, in which case the amount payable shall be stated in the certificate or order upon which the same are payable, or in some subsequent certificate or order, and where such fees have not been paid, and the costs are directed to be paid out of money in Court or out of the proceeds of securities in Court, the Taxing Master shall certify the amount of fees payable in respect of such proceedings, and the Paymaster shall, if so provided by the Rules under the Supreme Court of Judicature (Funds, &c.) Act, 1883, carry over the amount so certified to be payable from the account to which such moneys or proceeds are placed to a separate account in the books of the Pay Office for fees on proceedings or otherwise as shall be provided by such Rules, and the amount shall from time to time, as the Treasury may direct, be paid to the account of Her Majesty's Exchequer.

On Proceedings in the Queen's Bench and Probate, Divorce, and Admiralty Divisions, except in Admiralty actions, before a Master, Registrar, or District Registrar.

	£	s.	d.
82. The fee No. 72 on taking accounts applicable to proceedings in the Chancery Division upon similar proceedings in these divisions—			
83. On every other reference, investigation, or inquiry, including examination of witnesses, if any, for every hour or part of an hour the officer is occupied	0	10	0

On Proceedings in the Probate, Divorce, and Admiralty Division, in Admiralty Actions on references before a Registrar or District Registrar.

84. On any reference to the Registrar, including examination of witnesses, if any, having regard to the nature and importance of the accounts and other matters, and to the time occupied	From 5	5	0 to 15	15	0
85. If the attendance of one or more merchants is required, for each merchant the same fees as to the Registrar	From 5	5	0 to 15	15	0
86. In cases of great intricacy, or very large amount occupying more than two full days, larger fees may be taken, not exceeding five guineas additional per day to the Registrar and for each merchant, for every day beyond two full days.			
87. In cases where the accounts to be investigated do not exceed £500, and where the time occupied is short, fees may be taken for the Registrar and each merchant of	From 1	1	0 to 4	4	0

Proceedings before an Official Referee.

88. On every reference	5	0	0
89. And for every hour or part of an hour he is occupied beyond two full days	0	10	0
90. On every sitting elsewhere than in London or Middlesex a further fee for every night the Official Referee shall be absent from London	1	11	6
91. And for his clerk	0	15	0

The fees Nos. 82 to 91 inclusive shall become due and payable by the party conducting the proceedings on the report of the result of the reference or otherwise as hereinafter provided where no such report is made.

The above-mentioned fees Nos. 69 to 80 and 82 to 91 inclusive shall be due and payable, when no certificate, report, or order is made, by the party conducting the proceedings on the completion of such proceedings, or if not completed, a due proportion shall be payable on so much of the proceedings as shall have taken place, the amount to be fixed by the officer.

In these cases the fees shall be paid by stamps impressed upon or affixed to a memorandum stating on what account such fees are paid.

A deposit of stamps on account of the fees applicable to any proceeding may be required before any such proceeding is commenced, or at any time during the course thereof, and in Admiralty actions when Order LVI., Rule 4, applies, such stamps shall be affixed as therein provided, and in all other cases a memorandum of the amount deposited shall be delivered to the party making the deposit.

In the Admiralty Marshal's Office.

	£	s.	d.
92. On the execution of a warrant	2	0	0
93. On the execution of an attachment, for every person attached	1	0	0
94. On the execution of any decree, order, commission, or other instrument under Order LXVII.	1	0	0
95. On attending, appointing, and swearing appraisers	1	0	0
96. On delivering up a ship or goods to a purchaser agreeable to the inventory	1	0	0
97. On attending the delivery of cargo, or sale or removal of a ship or goods, per day	2	0	0
98. On retaining possession of a ship with or without cargo, or of a ship's cargo without a ship, to include the cost of a ship keeper, if required, per day	0	5	0
99. On a report as to the insufficiency of sureties	0	10	0
100. If the Marshal or any of his substitutes is required to go a greater distance than five miles from his office to perform any of the above duties, he shall be entitled to his reasonable expenses for travelling, board, and maintenance, in addition to the above fees.			
101. On the sale of any vessel or goods sold pursuant to a Decree or Order of the Court, for every £50 or fraction of £50 realized	0	10	0

Taxation of Costs.

102. On taxing a bill of costs where the amount allowed does not exceed £4	0	2	0
103. Where the amount exceeds £4, for every £2 allowed or a fraction thereof	0	1	0

These fees, unless otherwise provided, shall be taken on signing the certificate or on the allowance of the bill of costs as taxed; but the fees shall be due and payable, if no certificate or allocatur is required, on the amount of the bill as taxed, or on the amount of such part thereof as may be taxed, and the solicitor or party suing in person shall in such case cause the proper stamps (the amount thereof to be fixed by the officer) to be impressed on or affixed to the bill of costs.

The taxing officer may require a deposit of stamps on account of fees before taxation not exceeding the fees on the full amount of the costs as submitted for taxation, and the officer or his clerk on taking such deposit shall make a memorandum thereof on the bill of costs.

Order V., Rule 58, of the Chancery Funds Consolidated Rules, 1874, shall continue to be acted upon in cases to which it is applicable.

On Proceedings in the Pay Office of the Supreme Court.

104. On certificate of the amount and description of any money, funds of securities, including the request therefor.	0	1	0

105. On a transcript of an account for each opening	0	2	0
106. On a request to the Paymaster, Bank of England, or a Registrar of the Probate, Divorce, and Admiralty Division (unless otherwise provided), for any of the following purposes:—Paying, lodging, transferring or depositing money, funds, or securities in Court without an order, or money in addition to the amount directed by an order to be paid in; paying out of Court any money without an order or a certificate of a taxing officer, information in writing in respect of any money, funds, or securities, or any transaction in the Pay Office	0	1	0
107. On a request for information respecting any moneys, funds, or securities to the credit of any cause or matter contained in any list prepared by the Paymaster of causes and matters to the credit of which any money, funds, or securities have not been dealt with during fifteen years	0	2	6
108. On an affidavit for the purpose of paying, transferring, or depositing any money, funds, or securities in court, pursuant to the Statute 10 & 11 Vict. c. 96	0	1	0
109. On preparing a Power of Attorney	0	3	0
Register of Judgments and Lis Pendens.			
110. On registering a judgment or lis pendens, although more than one name may have to be registered	0	2	6
111. On re-registering same	0	1	0
112. On a search for each name	0	1	0
113. On a certificate of entry of satisfaction	0	1	0
114. On a request for a search and Certificate pursuant to Order LXI., Rule 23	0	5	0
115. If more than one name included in the same request, for each additional name	0	2	0
116. On a duplicate certificate, if not more than three folios	0	1	0
117. For every additional folio	0	0	6
118. On every continuation search, if requested within 14 days of any former search (the result to be indorsed on such certificate)	0	0	6
119. On certificate of a judgment for registration in Ireland or Scotland under the Judgments Extension Act, 1868, including affidavit	0	2	0
120. On filing for registration a certificate issued out of the Courts of Dublin or Court of Session in Scotland under the last-mentioned Act, although more than one name may have to be registered under the same Act	0	7	0
121. On every certificate of the entry of a satisfaction under the last-mentioned Act	0	1	0
122. On a search made in one or both of the registers of Irish and Scotch judgments for each name	0	1	0
Miscellaneous.			
123. On a report of a Private Bill in Parliament	5	0	0
124. On an allowance of byelaws or table of fees	1	0	0
125. On a fiat of a Judge	0	5	0
126. On signing, settling or approving an advertisement	0	10	0
127. On taking the acknowledgment of a deed by a married woman	1	0	0
128. On an appointment of a receiver in a probate action	1	0	0
129. On taking a recognisance or bond, whether one or more than one recognisor or obligor, and whether entered into by all at one time or not	0	10	0
130. On assignment of a bond	0	5	0
131. On taking bail, and taking same off the file and delivering	0	2	0
132. On a commitment	0	5	0
133. On an application to produce Judge's notes	0	5	0
134. On appointment of commissioners under glebe exchange	1	0	0
135. On vacating a recognisance	0	10	0
136. On a citation	0	5	0
137. On the admission or re-admission of a solicitor	5	0	0
138. On filing a claim in the Admiralty Registry for repayment of the excess of wages paid to a substitute hired in the place of a volunteer into the Royal Navy, including copy sent to the Admiralty	0	10	0
139. On the opinion of the Admiralty Registrar objecting to the claim	0	10	0
140. On a certificate of the Admiralty Registrar ordering payment of amount due, including the copy to be sent to the Accountant-General of the Navy	0	10	0
141. On registering in the Admiralty Registry a power of attorney for a Queen's Ship generally, and a copy thereof for the Accountant-General of the Navy	1	10	0
142. On registering same specially	0	10	0
143. On taking accounts by the Admiralty Registrar in Naval Prize Matters	0	5	0
144. On Admiralty Registrar writing letters in regard to Naval Prize Matters	0	10	0
145. On every £50, or fraction of £50, paid out of the Admiralty Registry in any action, or to the Naval Prize Account	0	5	0

No fee is payable on the transfer of money from the Admiralty registry to the Naval Prize Account.

SELBORNE, C.
COLERIDGE, C.J.
W. B. BRETT, M.R.
JAMES HANNEN, President P.D.A. Divn.

We concur in the above order,

C. C. COTES,
H. J. GLADSTONE,
Lords Commissioners of Her Majesty's Treasury.

THE BANKRUPTCY ACT, 1883.

UNCLAIMED DIVIDENDS AND OTHER UNDISTRIBUTED FUNDS.

Further Notice.

Whereas, by a preliminary notice dated the 25th of August, 1883, trustees or other persons, having in their hands or under their control unclaimed or undistributed funds or dividends, as mentioned in section 162 of the said Act, were required forthwith to pay the same to the Bankruptcy Estates Account at the Bank of England, in pursuance of the duties imposed upon them by the said section:

And whereas by sub-section 2 (*b*) of the said section 162, powers are conferred upon the Board of Trade by order to require any such trustees or other persons to submit accounts and to direct and enforce an audit thereof. And, by sub-section 2 (*c*) of the said section 162, it is enacted that any court having jurisdiction in bankruptcy shall have, and at the instance of, among others, the Board of Trade, may exercise, for the purposes of the said section, all the powers conferred by the said Act with respect to the discovery and realisation of the property of a debtor. And that the Provisions of Part I. of the said Act, with respect thereto, shall, with any necessary modifications, apply to proceedings under the said section 162:

And whereas by rule 221 of the Bankruptcy Rules, 1883, it is provided and declared as follows:—"It shall be a sufficient objection to the appointment of a trustee that he has not complied with the requirements of section 162 of the Act, or of any order of the Board of Trade made thereunder in respect of any matter as to which he was under an obligation to comply":—

Notice is hereby given, that if at any time after the 8th day of February next, the Board of Trade shall have reason to believe that the duty and obligation imposed upon trustees or other persons as aforesaid by the said section has not been duly performed, the Board of Trade will, without further notice, take such measures as they may be advised for the exercise of the powers specified in the said section. And in case any such trustee or other person who shall have failed to comply with the requirements of the said section shall thereafter be appointed trustee of the property of any bankrupt, the Board of Trade will object to his appointment on the ground of such non-compliance as aforesaid.

Dated the 17th day of January, 1884.

J. CHAMBERLAIN, President of the Board of Trade.

SETTING DOWN FURTHER CONSIDERATIONS.

Solicitors desiring on and after Friday, the 25th day of January, 1884, to enter actions for further consideration without fee, on the ground that a fee has been previously paid on setting down the action for trial or hearing, are to produce to the cause clerks a written request in the following form instead of the usual *præcipe*.

J. L. MERIVALE, Senior Registrar.

Chancery Registrars' Chambers, January 24.

REFERENCE TO RECORD.

v.

I (or we) hereby certify that on the day of , 188 , a fee of £ was paid on setting down the above action for original trial or hearing in the Chancery Division, and the action is now required to be set down on further consideration reserved by order or judgment, dated the day of 188 .

N.B.—The original or office copy order adjourning further consideration and chief clerk's certificate must be produced.

OBITUARY.

MR. JOHN DAW.

Mr. John Daw, solicitor, of Exeter, died on the 16th inst., in his eighty-first year. Mr. Daw was born in 1803. He was admitted a solicitor in 1823, and he was one of the oldest solicitors in Devonshire. He had a large private practice, and he was formerly registrar of the Exeter County Court, an office now held by his son, Mr. Robert Rendle Miller Daw. His firm are clerks to the Governors of St. John's Hospital, Exeter. Mr. Daw had been for many years recorder of the borough of Bradninch. Mr. Daw was buried at East Budleigh on the 19th inst. The eldest son of the deceased, Mr. John Daw, jun., is now registrar of the Southampton County Court. Another son, Mr. George Daw, was called to the bar at Lincoln's-inn in Trinity Term, 1865, and practises in the Chancery Division. At the Exeter County Court on the 17th inst., the judge, Mr.

D. Longueville Giffard, expressed his regret at Mr. Daw's death, and his sense of the professional abilities and the high personal character of the deceased.

MR. JAMES CALL WEDDELL.

Mr. James Call Weddell, solicitor and notary, of Berwick-upon-Tweed, died on the 15th inst., at the age of seventy-five. Mr. Weddell was born in 1808. He was admitted a solicitor in 1840. He was a notary public and a perpetual commissioner for the county of Northumberland and the town of Berwick-upon-Tweed, and he had an extensive private practice, being in partnership with Mr. Robert Weddell. He was vestry clerk of Berwick parish, and clerk to the Berwick Burial Board and to the Berwick Urban Sanitary Authority. Mr. Weddell's death is much lamented at Berwick.

MR. JAMES SPARKE.

Mr. James Sparke, solicitor, of Bury St. Edmunds, died on the 17th inst., after a long illness, at the age of seventy-seven. Mr. Sparke was born in 1806. He was admitted a solicitor in 1828, and for over fifty years he had carried on an extensive practice at Bury St. Edmunds. He was a perpetual commissioner for the county of Suffolk, and he held several important offices. He was coroner and clerk of the peace for the borough, clerk to the borough magistrates, clerk to the magistrates and Commissioners of Taxes for the Thingoe Division of Suffolk, clerk to the Thingoe Board of Guardians and Assessment Committee, superintendent registrar, and clerk to the Guildhall Feoffment Trustees. He had also been several times under-sheriff of Suffolk. Mr. Sparke was one of the governors of the Bury Grammar School, and a member of the St. Mary's Burial Board. He had been for several years in partnership with his sons, Mr. James John Sparke and Mr. Charles James Ethelred Sparke, who is coroner for the Liberty of Bury St. Edmunds. Mr. Sparke was buried at Risby on the 24th inst. He leaves three sons and three daughters.

SOCIETIES.

INCORPORATED LAW SOCIETY.

The following circular has been issued to the members:—

In pursuance of the resolution passed at the adjourned annual general meeting, held on the 15th of July, 1881, to the effect that meetings of the society should be held in January and April, I am directed to inform you that a special general meeting of the members of the society will be held in the hall of the society on Thursday, the 31st inst., at two o'clock precisely, to consider the subjects hereinafter mentioned, and of which notice has been duly given, viz.:—

With reference to the resolution respecting the Law Club, passed at the special general meeting on the 2nd of July last, the council will report to the meeting.

Mr. G. A. Crowder will move:—That this meeting, whilst not desiring to diminish the due responsibility of the solicitor to his client, considers that the provisions of ord. 65, r. 11, in its present form are inherently unjust and oppressive, and require alteration or rescission.

Mr. F. K. Munton will move:—That it is desirable to adopt the recommendations contained in the County Court Report presented by the society's committee, subject to a separate vote being taken as to No. 20, on which the committee were equally divided.*

Mr. Munton will also move:—That inasmuch as the working regulations under the Judicature and Bankruptcy Rules are only next in importance to the rules themselves, this meeting is of opinion that a sub-committee of fifteen members (five to form a quorum) ought to be appointed to watch the practice, and from time to time to report to the council, with the view of immediate representation to the authorities when circumstances require.

Mr. Charles Ford will move the repeal of the following bye-law, which was moved by Mr. Lake and seconded by Mr. Addison, and carried at the annual general meeting held on the 13th of July, 1883, viz.:—

It shall not be competent for the president or other chairman at a general meeting of the society, without the express sanction of the council first obtained thereto, to allow any discussion to take place upon any matter, or to put to such meeting any resolution thereon, if it appears to him that the question raised upon such discussion or resolution has in substance been decided at any general meeting of the society held within the twelve months immediately preceding.

Mr. Charles Ford will also move:—That it be an instruction to the council, in future issues of the Law Society's Calendar, to give information as to any club or other like institution in occupation of part of the society's premises.

That the following be bye-laws of the society:—

(a) At any general meeting, when a division has been demanded, either before or immediately on the declaration of the show of hands, such division shall immediately take place, the "ayes" assembling together on the chairman's right hand, the "noes" on his left. The mover of the original motion being the teller to count the "noes," or the supporter of any amendment, and the mover of the amendment, or, if no amendment, any supporter of the negative, to be named by the president, shall be the teller to count the "ayes." If two tellers on each side be required, the seconder of the original motion shall be associated with the teller of the "noes," and the seconder of the amendment or another supporter of the negative, to be named by the chairman, shall be associated with the teller of the "ayes."

(b) Whenever, on a show of hands or on a division, it shall appear that the minority amounts to one-third of the whole number of votes, and on the declaration of the result, a poll *shall* have been then and there demanded by any voter, the same shall be ordered and shall take place in manner directed by bye-laws 15 and 18, in the case of an election by voting papers, *mutatis mutandis*.

(c) The voting paper shall be in such form *otherwise* as the council shall direct, but shall in every case contain the words of the motion, the voter being required to state whether he is "for" or "against" such motion. And if the vote be taken on an amendment, the voter shall also state, in a similar manner, what his vote would be on the original question as amended, if the amendment should be carried, and what on the original question if the amendment should be rejected.

(d) The votes so given shall be recorded on the minutes, and have the same effect as if they had been personally given at the meeting.

(e) The question known as the "previous question" shall not be moved or proposed by way of amendment, but in lieu thereof a member may move by way of amendment, "That this meeting proceed to the nex business."

(1) That the council do print and send to every member of the society a copy of the second or supplemental report of the special committee of the society on legal procedure. (2) That it is not desirable that the office of assistant examiner of the society should be conferred upon the partners of members of the council of the society.

That the interests of suitors and the convenience of the profession require that the practice which obtains in all the other divisions of the High Court of setting down motions and of taking them in the order in which they stand in the lists should be extended to the Chancery Division, and thus avoid the present confusion, expense, and delay which arises in such division in connection with motions to the court.

That this society learns with satisfaction that the question of the amalgamation of the two branches of the legal profession in Ireland has been recently under the consideration of the Irish Incorporated Law Society, and feels that the time is not far distant when, on public grounds, it may be expedient to consider the same question as applied to England.

Mr. Ford will ask:—(1) Whether the council propose to place themselves in communication with the recently appointed Bar Committee, with a view of securing the better discipline of the bar in regard to the conduct of litigious business in the courts? (2) When the report of the council with regard to the club is likely to be published?

E. W. Williamson, Secretary.

* The report of the council upon the report here referred to will be submitted to the meeting.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' DEBATING SOCIETY.

Jan. 15.—The following subject was debated by this society:—"A., who has been articled to B., a solicitor practising in a country town, enters into a covenant with B. to serve him diligently as a clerk for five years after the expiration of the articles, and at a salary increasing each year. As soon as A. is admitted, B. allows him to take out his annual certificate to practise. Within five years after the date of the expiration of the articles, A. leaves B.'s service, and begins to practise in the same country town on his own account. Can B. obtain an injunction to prevent A. from so practising?" Mr. E. G. Appleton opened the question in the affirmative, and Messrs. Dobell and Windus supported him. Messrs. T. W. Williams, Nicholls, Strickland, Arnold, Austin, Vanderpump, and J. W. Ellis spoke for the negative. After the opener had replied and the chairman had summed up, the question was put and carried in the negative by a majority of nine votes.

Jan. 22.—A very interesting discussion took place upon "The Bankruptcy Legislation of 1883," which Mr. F. K. Munton introduced. The debate was continued by Messrs. H. Mossop, C. T. Hobbs, Beynon-Jonas, Napier, Riddell, Hughes, and A. Austin. Forty-four members were present.

LIVERPOOL LAW STUDENTS' ASSOCIATION.

The annual meeting of the Liverpool Law Students' Association was held on Monday evening, the 14th inst., at the Law Library, Union-court, Mr. H. W. Collins (president for the past year) occupying the chair. Among those present were Mr. J. B. Aspinall, Q.C. (recorder), Mr. John Hughes (president of the Liverpool Law Society), Messrs. H. H. Bremner, E. Harvey, J. E. G. Hill, and W. Stone. A letter having been read from Mr. Edward Whitley, M.P., expressing his regret at his inability to be present,

The Chairman proposed, and the meeting unanimously adopted, a vote of congratulation to Mr. J. Rutherford, a member of the association, for the high honours which he had taken at the recent Bar Final Examination.

Mr. E. Harvey then proposed the election of Mr. J. Hughes as president of the association for the ensuing year. He congratulated the society on its prosperity, and wished it success under the presidency of Mr. Hughes, who was well known without an introduction from him. The motion was seconded by Mr. Bremner, and carried unanimously. Mr. Collins then vacated the chair, and it was occupied by Mr. Hughes. The latter gentleman, in moving the adoption of the society's annual report

(which had already been printed and circulated), remarked that he was gratified to find the association was formed upon a basis so comprehensive as to include all branches of the legal profession. It was largely indebted for its peculiar influence to its principle of self-reliance, self-culture, and self-management—a principle which developed character rather than strove for immediate success.

Mr. ASPINALL, in seconding the adoption of the report, noticed the great advantages law students now possess in prosecuting their studies, as compared with the times when he was a bar student. He referred, among other changes, to that in the practice in the criminal courts. Formerly, nearly every large firm of solicitors had a department for criminal practice, and the leading solicitors found it worth their while to conduct prosecutions in criminal cases, whereas, since the appointment of a public prosecutor, the practice in the criminal courts is confined to a very few solicitors' offices. This change, so far as it affected law students, was, he thought, to be regretted, since most law students were now deprived of one of the most valuable subjects of their profession, and one which, more than any other, tended to form an exact and judicial habit of thought.

The motion was supported by Mr. GRAY HILL, who, in the course of his remarks, said that more was now expected by a client from his solicitor than had ever been the case before, and there was thus need for increased industry on the part of law students. The report having been adopted, officers were elected for the ensuing year.

The proceedings were terminated by a vote of thanks to the chairman, which was proposed by Mr. ASPINALL, Q.C., and seconded by Mr. J. M. M'MASTER.

LEGAL APPOINTMENTS.

Mr. HUNGERFORD TUDOR BODDAM, barrister, has been appointed Prosecuting Counsel to the Mint for Staffordshire. Mr. Boddam was called to the bar at the Inner Temple in Hilary Term, 1872. He practises on the Oxford Circuit, and at the Staffordshire and Herefordshire Sessions.

Mr. WILLIAM PRICE HUGHES, solicitor, of Worcester, who had been elected Coroner for the Middle Division of Worcestershire, in succession to his father, the late Mr. William Samuel Price Hughes, was admitted a solicitor in 1850. He is president of the Worcester and Worcestershire Incorporated Law Society for the present year, and he has for several years acted as deputy-coroner for the division.

Mr. FREDERICK POLLOCK, barrister, LL.D., has been appointed Professor of Common Law at the Inns of Court. Mr. Pollock is the eldest son of Sir Frederick Pollock, Bart., Queen's Remembrancer, and grandson of the late Lord Chief Baron Pollock, and was born in 1845. He was educated at Eton, and he was formerly fellow of Trinity College, Cambridge, where he graduated as second classic and first Chancellor's Medallist, and also as a senior optime in 1867, and he is an LL.D. of the University of Glasgow. He was called to the bar at Lincoln's-inn in Easter Term, 1871, and he has practised in the Chancery Division. Mr. Pollock was some time professor of jurisprudence at University College, London, and last year he was elected corpus professor of jurisprudence at the University of Oxford.

Mr. WILLIAM HENRY BELL, solicitor, of Rochester, has been appointed Clerk and Solicitor to the Trustees of Richard Watts's Charity, in succession to his partner, the late Mr. James Lewis. Mr. Bell was educated at Spring Hill College, Birmingham, and he graduated LL.B. at the University of London in 1860. He was admitted a solicitor in 1862.

Mr. GEORGE BROADRICK TONGE, solicitor, of Driffield, has been appointed Clerk to the Driffield Local Board. Mr. Tonge is the son of Mr. Robert Tonge, solicitor, registrar of the Driffield County Court. He was admitted a solicitor in 1870.

Mr. SAMUEL BRIGHOUSE, solicitor, of Ormskirk and Southport, has been elected Coroner for the West Derby Hundred of the County of Lancaster. Mr. Brighouse was admitted in 1871, and is the senior partner of the firm of Brighouse, Brighouse, & Jones, of Ormskirk and Southport, and is a perpetual commissioner and commissioner for oaths.

Mr. W. A. WATTS, solicitor, of St. Ives, Hunts, who was admitted in Trinity Term, 1875, has been appointed Clerk to the Hurstingstone District Highway Board.

DISSOLUTIONS OF PARTNERSHIPS.

ARTHUR PRICE LLEWELLYN and HENRY THORNTON RAW, solicitors (Llewellyn, Ackrill, & Raw), Furnival's Inn, Holborn, London. Dec. 31.

LUPTON TOPHAM TOPHAM and GEORGE GROVES, solicitors, Middleham, Yorkshire. Jan. 1. The business will be carried on by the said George Groves on his separate account. [*Gazette*, Jan. 15.]

ROBERT DUNDAS STRONG and ALFRED ARMITAGE BAKER, solicitors (Bellamy, Strong, & Baker), 54½, Bishopsgate-street Within, London. April 3. [*Gazette*, Jan. 18.]

HENRY FARR and WILLIAM WADE, solicitors and notaries public, Newport, Monmouth (Farr & Wade). Dec. 31. [*Gazette* Jan. 22.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Court of Appeal.	V. C. Bacon.	Mr. Justice Kay.
Monday, Jan.	28	Mr. Koe	Mr. Carrington	Mr. Pemberton
Tuesday	29	Clowes	Lavie	Ward
Wednesday	30	Koe	Carrington	Pemberton
Thursday	31	Clowes	Lavie	Ward
Friday, Feb.	1	Koe	Carrington	Pemberton
Saturday	2	Clowes	Lavie	Ward
		Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, Jan.	28	Mr. Jackson	Mr. Merivale	Mr. Farrer
Tuesday	29	Cobby	King	Teesdale
Wednesday	30	Jackson	Merivale	Farrer
Thursday	31	Cobby	King	Teesdale
Friday, Feb.	1	Jackson	Merivale	Farrer
Saturday	2	Cobby	King	Teesdale

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

MERIONETH MINING AGENCY COMPANY, LIMITED.—Kay, J., has fixed Jan 26 at 12, at his chambers, for the appointment of an official liquidator

MIDLAND PATENT BRICK AND COAL COMPANY, LIMITED.—Kay, J., has fixed Jan 30 at 12, at his chambers, for the appointment of an official liquidator

PRUDENTIAL LOAN AND DISCOUNT COMPANY, LIMITED.—Pearson, J., has by an order, dated Dec 19, appointed Samuel Lovelock, 19, Coleman st, to be official liquidator

YATE COLLIERIES AND LIME WORKS COMPANY, LIMITED.—Pearson, J., has by an order, dated Jan 11, appointed Solomon Hare, 44, High st, Bristol, to be official liquidator

[*Gazette*, Jan. 18.]

CHELSEA CAB COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Jan 12, it was ordered that the company be wound up. Wainwright and Baillie, Staple inn, solicitors for the petitioners

GREAT BERLIN STEAM BOAT COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Jan 12, it was ordered that the company be wound up. Gardner, Leadenhall st, solicitor for the petitioner

HANTS AND BERKS FARMERS' CO-OPERATIVE STEAM PLOUGHING AND CULTIVATING COMPANY, LIMITED.—Chitty, J., has by an order, dated Dec 13, appointed William Henry Stainer, Basingstoke, to be official liquidator

HUNTER AND COMPANY, LIMITED.—By an order made by Chitty, J., dated Jan 12, it was ordered that the voluntary winding up be continued. Field and Co, Lincoln's inn fields, agents for Draper, Stockton on Tees, solicitor for the petitioner

JABLOCHKOFF ELECTRIC LIGHT AND POWER COMPANY, LIMITED.—Petition for winding up, presented Jan 21, directed to be heard before Pearson, J., on Saturday, Feb 2. Smith and Wilmer, Lincoln's inn fields, solicitors for the petitioners

ST. GEORGE TELEPHONE COMPANY, LIMITED.—By an order made by Chitty, J., dated Jan 12, it was ordered that the company be wound up. Sparke, Bush lane, solicitor for the petitioners

[*Gazette*, Jan. 22.]

STANNARIES OF CORNWALL.

LIMITED IN CHANCERY.

BICTON SILVER LEAD AND MANGANESE MINING COMPANY, LIMITED.—Petition for winding up, presented Jan 14, directed to be heard before the Vice Warden, at the Law Institution, Chancery lane, on Monday, Feb 4, at 12. Affidavits intended to be used at the hearing in opposition to the petition must be filed at the Registrar's Office, Truro, on or before Jan 31, and notice thereof must at the same time be given to the petitioners or their solicitors. Hodge and Co, Truro, solicitors for the petitioners

[*Gazette*, Jan. 18.]

STANNARIES OF DEVON.

LIMITED IN CHANCERY.

HAYTOR MINING COMPANY, LIMITED.—Petition for winding up, presented Jan 16, directed to be heard before the Vice Warden at Princes Hall, Truro, on Thursday, Jan 31, at 11. Affidavits intended to be used at the hearing in opposition to the petition must be filed at the Registrar's Office, Truro, on or before Jan 29, and notice thereof must at the same time be given to the petitioners or their solicitors or agents. Chilcott and Son, Truro, agents for Daniell and Thomas, Camborne, solicitors for the petitioners

[*Gazette*, Jan. 22.]

FRIENDLY SOCIETIES DISSOLVED.

AMICABLE SOCIETY, Grapes Tavern, Farringdon st. Jan 9

NAILSEA LOYAL PROSPERITY FRIENDLY SOCIETY, Mrs E. Waymouth's, Stationer, Nailsea, Somerset. Jan 9

SWAN FRIENDLY SOCIETY, Swan Tavern Inn, Blackley, Wombourne, Wolverhampton, Stafford. Jan 16

[*Gazette*, Jan. 18.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF PROOF.

SMITH, LEONARD, Holtby, York, Gent. Feb 12. Smith v Smith, Bacon, V.C. Cobb, York

[*Gazette*, Jan. 18.]

RUGGLES, HANNAH, Great Totham, Essex. Feb 22. Weaver v Bateman, Chitty, J. Stevens, St Mildred's ct, Poultry

GREGORY, CHARLES, Aston Clinton, Buckingham, Horsedealer. Feb 11. Butcher v Gregory, Bacon, V.C. Valsey, Tring

HALL, THOMAS EDWARD, Farnham, Surrey, Gent. Feb 15. Hall v Hall, Pearson, J. Fisher, Doncaster
JUKES, ARTHUR, Suffield Lodge, Tottenham, Builder. Feb 11. Esdaile v Jukes, Bacon, V.C. Noon, Blomfield st
MORLEY, FRANCIS, Breadsall Priory, Derby. Esq. Feb 20. Statham v Morley, Pearson. J. Cooper, Newcastle under Lyme
PEARCE, WILLIAM JOHN, South Warnborough Lodge, Hants, Esq. Feb 18. Pearse v Gandell, Chitty. J. Reeves, Taunton
SHARPE, ALFRED GEORGE, Hercules passage, Stockbroker, Feb 18. Sharpe v Sharpe, Chitty, J. Stenning, Aldermanbury

[*Gazette*, Jan. 22.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

ALLEN, MATTHEW, Walsall, Stafford, Saddlers' Ironmonger. Feb 10. Crump, Walsall
BARBER, HARRIET HELENA MERCY, Kingston upon Thames. Feb 5. Wintle and Son, Newnham, Gloucestershire
BEATTIE, JOHN, Teddington, Gent. Feb 15. Clutton and Co, Serjeants' inn, Fleet st
BEDFORTH, MICHAEL, Huddersfield, Drysalter. Feb 4. Learoyd and Pierce, Huddersfield
CHARTERS, MARY, Plymouth. Mar 1. Whiteford and Bennett, Plymouth
CHRISTENSEN, ELLEN JULIA, Liverpool. Feb 12. Lyon and Reynolds, Liverpool
COLLINS, LORINA, Norwich. Feb 18. Miller and Co, Norwich
COOK, EDWARD JOHN, Kingston upon Hull, Haberdasher. Mar 1. Thorney, Hull
CROFT, HARRY JOHN, Lieut Royal Horse Artillery. Jan 31. Gray, York
DASH, WILLIAM, Kettering, Northampton, Bookseller. Feb 15. Lamb and Stringer, Kettering
DAVIES, JOHN, Compton st, Newington Butts, Painter. Apr 1. Gabb and Walford, Abergavenny
EMMS, WILLIAM, Norwich, Innkeeper. Feb 18. Miller and Co, Norwich
FOUNTAIN, ROBERT BARNARD, Greenwich, Gent. Feb 29. Bristow, Greenwich
GILBART, BENJAMIN, Goldsmith rd, Acton, Gent. Mar 17. Tamplin and Co, Fenchurch st
GOOCH, HARRIET, Charles st, Berkeley sq. Feb 9. Lethbridge and Prior, Abingdon st, Westminster
GRAYLAND, SAMUEL ALBERT, Hornchurch, Essex, Farmer. Feb 1. Christmas, Walbrook
GREENLAND, ALFRED, High st, Bloomsbury, Provision Merchant. Feb 19. Champion and Co, Ironmonger lane, Cheapside
GUNNER, ELLEN, St Augustine's rd, Camden sq. Feb 16. Jarvis, Chancery lane
GUNNER, EMILY, St. Augustine's rd, Camden sq. Feb 16. Jarvis, Chancery lane
HANSELL, MARY, Cleveland, York. Feb 9. Jackson and Jackson, Middlesbrough
HILL, ROWLAND, Northampton, Ironmonger. Mar 1. Dennis and Faulkner, Northampton
HOLT-LOMAX, ELLEN ELIZABETH, Ipswich. Apr 5. Jennings-White and Milles, Whitehall pl. Westminster
HUNTLEY, ROBERT SIDNEY CANDY, Hillfield, Dorset, Yeoman. Jan 20. Davies, Sherborne
JONES, WILLIAMS THOMAS, Field ct, Gray's inn, Gent. Feb 9. Smith, Weston super Mare
LAWRENCE CHARLES, Pencombe, Hereford, Wheelwright. Feb 2. Lambe, Hereford
LEEMAN, JOSEPH JOHNSON, York, M.P. Feb 6. Leeman and Co, York
LLOYD, HUGH, Machynlleth, Montgomery, Surgeon. Feb 14. Howell and Evans, Machynlleth
MOORDAFF, SARAH, Seaton, Cumberland. Mar 5. Milburn, Workington
MORRIS, AMELIA, Norwich. Feb 18. Miller and Co, Norwich
MORRIS, JOHN, Norwich. Slater. Feb 18. Miller and Co, Norwich
MORRIS, PEYCE, Birkenhead, Oil and Colour Manufacturer. Mar 31. Francis, Birkenhead
PASTON, CHARLES, Norwich, Gent. Feb 18. Miller and Co, Norwich
PEACOCK, WILLIAM THOMAS, Mount st, Grosvenor sq, Van Proprietor. Feb 13. Webster and Hague, Southampton st, Bloomsbury sq
PLATT, BERNARD COSMO, Cathcart hill, Junction rd, Holloway, Gent. Feb 1. Christmas, Walbrook
PORTER, HENRY, Laverstock, Wilts, Esq. Feb 10. Waterhouse and Co, New ct, Lincoln's inn
PRITCHETT, CHARLES, Birmingham, Wheelwright. Jan 25. Hawkes and Weekes, Birmingham
RENWICK, ELIZABETH, Sheffield. Mar 10. Rodgers and Thomas, Sheffield
RILEY, ANN, Castle Northwich, Chester. Jan 31. Fletchers, Northwich
ROBERTSON, WILLIAM, Wimbledon, Surrey. Feb 20. Hill, Mincing lane
ROBINSON, HENRY, Skipton, York, Coal Merchant. Feb 1. Heelis and Thompson, Skipton
SAMUEL, ISRAEL, Newport, Mon, Clothier. Feb 6. Lloyds, Newport
SMITH, GEORGE EDGAR, Wells Rybrugh, Norfolk, Maltster. Mar 1. Carthew and Girling, East Dereham
SMITH, LAWRENCE, Hurstpierpoint, Sussex, Esq. Feb 5. Woods and Dempster, Brighton
STOREY, GEORGE KENDALL, Barrow in Furness, Lancaster, Gent. Feb 12. Nelson and Storey, Lancaster
TATTON, WILLIAM, Right Hon, Baron Egerton of Tatton, Tatton park, Chester. Feb 21. Lingards and Newby, Manchester
WATSON, CHARLES, Kingston upon Hull, Licensed Victualler. Feb 10. Rollit and Sons, Kingston upon Hull

[*Gazette*, Jan. 8.]

ADAMS, MARY ANN, Formosa st, Paddington. Feb 9. Gray, Edgware rd
CHANDLER, AMELIA, Rylston rd, Fulham. Feb 15. Ward and Co, Gray's inn sq
CHURCH, ANN, Biggleswade, Bedford. Feb 12. Hunnybun and Sons, Huntingdon
CLEVELAND, CAROLINE, Most Noble, Dowager Duchess of, Brook st, Grosvenor sq. Feb 9. Parkin and Co, New sq, Lincoln's inn
CULLEY, ROBERT THOMAS, Norwich, Solicitor. Feb 18. Culley, Norwich
DIXON, HEZEKIAH, Gracechurch st, Ivory Turner. Feb 31. Hudson, Furnival's inn
DOVELL, MARY ANN, Barnstaple, Devon. Feb 18. Toller and Son, Barnstaple
DOVELL, WILLIAM, Barnstaple, Devon, Gent. Feb 10. Toller and Son, Barnstaple
DUTTON, MARY, Middlewich, Chester. Mar 7. Cooke and Sons, Middlewich
EDWARDS, THOMAS, Saint George, Gloucester, Grocer. Mar 10. Hunt and Co, Bristol
ELLWOOD, WILLIAM, Kingsland, Fruiterer. Feb 8. Rawlings, Walbrook
FOURACRE, SAMUEL, Wellington, Somerset, Oil Seller. Feb 12. Bond, Wellington
HARMAR, AMBROSE, Russell sq, Rectifying Distiller. Feb 29. Janson and Co, Finsbury circus
HOLLICK, ANN, Streatham, Surrey. Feb 8. Milner, Blackman st, Southwark
HUGALL, CHARLES, Russell Hotel, Brixton rd, Licensed Victualler. Mar 1. Foster, Queen st place, Cannon st
HUNTER, WILLIAM, Torquay, Devon, Gent. Feb 19. Robins and Peters, Guildhall chbrs, Basinghall st
JAMES, ROBERT, Newport, Mon, Platelayer. Mar 1. Wade, Newport
LUCK, JAMES JOSEPH, Rochester, Kent, Master Mariner. Mar 1. Lowless and Co, Martin's lane, Cannon st
MANWOOCH, EDWARD, Lynsted Lodge, Regent's park, Esq. Mar 25. Mott and Dent, Bedford row
MARTIN, JOHN, Bristol, Carpenter. Mar 10. Hunt and Co, Bristol
MELLOR, JOHN, Glossop, Derby, Grocer. Feb 16. Hibberts, Hyde
MOORE, JOHN FUSSELL, West Coker, Somerset, Esq. Feb 11. Alford, Crewkerne
MORGAN, JOHN HILL, Bristol, Gent. Feb 28. Burgess and Co, Bristol
ORENEY, CHARLOTTE ISABELLA, Right Hon Countess of, Cornwall gdns. Feb 11. Longbourne and Co, Lincoln's inn fields
RUDD, JOHN, Didsbury, Lancaster, Yeoman. Feb 9. Vaughan, Cheadle
SHEPHERD, JOHN, Newcastle upon Tyne, out of business. Mar 31. Hoyle and Co, Newcastle upon Tyne
SKIPPER, CHARLES, Russell sq, Esq. Mar 11. Vandercom and Co, Bush lane
TEALE, GEORGE, Fulwood, nr Preston, Lancaster, Woollen Draper. Feb 1. Cotman, Preston
WOLSTENCROFT, JOHN, Salford, Lancaster, Gent. Jan 31. Bowden and Weller, Manchester
WOODBRIDGE, HARRIET, Solihull, Warwick. Feb 20. Sharpe, West Bromwich

[*Gazette* Jan. 11.]

ASHTON, ELIZABETH, Northumberland pk, Tottenham. Feb 10. Croft, Milk chbrs, Union ct, Old Broad st
BAKER, ROBERT, Brynmaer rd, Battersea, D.M. Feb 4. Tathams and Fyn, Frederick's pl. Old Jewry
BLYTH, MARY, Kingston upon Hull. Feb 14. Shackles and Son, Kingston upon Hull
BOWN, JOHN, Lichfield, Solicitor. Feb 20. Barnes and Russell, Lichfield
BROWN, HENRY DAWSON, Thirne, Norfolk, Farmer. Feb 20. Clowes and Son, Great Yarmouth
DICKSON, GEORGE, Kingston on Thames, Farmer. Feb 15. Sandilands and Co, Fenchurch avenue
EGREMONT, JOHN, Damerham, Wilts, Gent. Feb 26. Davy, Ringwood
ELLIS, EBENEZER, Sheffield, Cutlery Manufacturer. Mar 1. Burdekin and Co, Sheffield
EVANS, EDWARD, Paignton, Devon, Builder. Feb 10. Kitsons and Co, Torquay
GOULD, CAROLINE FROST, Plymouth. Mar 31. Gard, Devonport
HAFFENDEN, DALTON ADOLPHUS, Bath pl, Kensington, Surgeon. Feb 15. Hillearys and Co, Fenchurch bldgs
KNOWLES, EDMUND, Cambridge, Surgeon. Mar 1. Wayman, Cambridge
LANE, FREDERICK, Deerhurst, Gloucester, Gent. Mar 25. Moores and Romney, Tewkesbury
MARSDEN, JANE, Southport, Lancaster. Feb 25. Marsden and Wilson, Old Cavendish st
MONK, JANET, Nelson, Lancaster. Feb 29. Fletcher, Blackburn
MOSS, EDWIN, St John's rd, Upper Holloway, Carpet Agent. Feb 15. Nutt and Co, Brabant ct, Philpot lane
PEARCE, CHARLOTTE HONOR, Plymouth, Devon. Mar 1. Gard, Devonport
PIERCE, WILLIAM, Machynlleth, Montgomery, Publichouse Keeper. Feb 2. Rowlands, Machynlleth
RODEN, EDWARD, Benthall, Salop, Esq. Mar 17. Potts and Potts, Broseley
ROSSER, JOHN, Blackfriars rd, Surveyor. Mar 1. Stricks and Bellingham, Swansea
RYALL, FRANCES, Axminster, Devon. Feb 29. Forward, Axminster
SELLWOOD, THOMAS, Axminster, Devon, Gent. Mar 25. Forward, Axminster
SIEMENS, Sir WILLIAM, Palace Houses, Bayswater. Mar 31. Johnson and Co, Austin Friars
SMALLEY, JAMES, and MARY REBECCA SMALLEY, Oldbury, Worcestershire, Licensed Victuallers. Feb 26. Wright and Co, Oldbury
SMITH, SARAH, Tamworth, Warwick. Feb 15. Baker, Birmingham
SWINBURNE, CUTHBERT, Birtley, Durham, Gent. Feb 14. Leadbitter and Harvey, Newcastle upon Tyne
TETLEY, JAMES RIMINGTON, Cathcart rd, South Kensington, Esq. Feb 21. Stoneham and Co, Philpot lane, Fenchurch st
WHALLEY, THOMAS HENRY, Blackburn, Tin Plate Worker. Feb 14. Costeker, Darwen
WHITTINGHAM, LOUISA, Overbury, Worcester. Allen and Beauchamp, Worcester
WOOD, BENJAMIN, Dover, Butcher. Feb 12. Carder, Dover

[*Gazette*, Jan. 15.]

BARKER, ELIZABETH FANNY, St James ter, Regent's park. Feb 20. Barker, Bedford row
BOOTH, ABRAHAM, Sheffield, York, Dentist. Mar 31. Clegg and Sons, Sheffield
COATES, FREDERICK, Moorehurst, Hollington. Jan 31. Harries and Co, Coleman st
COATES, THOMAS, Parliament st, Gent. Jan 31. Harries and Co, Coleman st
COOMBES, ELLEN, Hampton Court. Feb 21. Garrard and Co, Suffolk st, Pall Mall East
COOMBES, RICHARD, Hampton Court, Hotel Keeper. Feb 21. Garrard and Co, Suffolk st, Pall Mall East
DARKE, ARSCOTT MILLER, Clevedon, Somerset, Gent. Mar 1. Baker and Langworthy, Bristol
EVANS, REBECCA BLACKMAN, Burnham, Buckingham. Mar 1. Hughes, Gray's inn sq
GUBB, JOHN, Bow rd, Bow, Butcher. Feb 2. Forbes, Paternoster row
HIPWELL, WILLIAM, Surbiton, Surrey, Farmer. Mar 1. Sherrard, Lincoln's inn fields
HIBBERT, THOMAS, East Retford, Nottingham, out of business. Mar 3. Newton and Co, East Retford
HOWE, WILLIAM, Featherstone bldgs, High Holborn, Gent. Feb 25. Etches, Whitchurch
JACKSON, GEORGE ROWLAND, Morden College, Blackheath, Kent, Gent. Feb 14 Farlow and Jackson, Saint Bene't place, Gracechurch st
JONES, NATHANIEL, Tregaron, Cardigan, Farmer. Feb 6. Edwards, Lampeter
JOSLIN, HENRY, sen., Upminster, Essex, Esq. Feb 28. Hunt and Co, Romford
MOLES, JAMES, Ferry lane, Brentford, Beerhouse Keeper. Feb 28. Woodbridge, Clifford's inn
MOUNCEY, MARY MARGARET, York. Feb 16. Weddall and Co, Selby
NEWTON, JOHN HARRISON, Adlington, Lancashire, Labourer. Mar 1. Wilson and Co, Preston
NORMANSELL, ELIZABETH, Maidenhead, Berks. Mar 15. Wild and Co, Ironmonger lane
PARSONS, EBENEZER JOHN, Ledsham, York, Butcher. Apr 1. Arundel, Leeds
PLANT, MARIA, Bloxwich, Stafford, Licensed Victualler. Feb 1. Slater and Marshall, Butcroft, Darlaston
SMART, HENRY, Torquay, Gent. Feb 9. Davies, Weston super Mare
WARWICK, RICHARD ARCHER, Teignmouth, Devon, D.M. Mar 31. Linklater and Co, Walbrook
WILLIAMS, Sir WILLIAM FENWICK, Bart, Suffolk st, Pall Mall. Feb 14. Parkin and Co, New sq, Lincoln's inn
WINNING, Rev ROBERT, Winchcomb, Gloucester, Clerk in Holy Orders. Mar 1. Little and Mills, Stroud

[*Gazette*, Jan. 18.]

LONDON GAZETTES.

Bankrupts.

FRIDAY, Jan. 18, 1884.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Cox, James Arthur, Hanover sq, Ship Owner. Pet Jan 15. Murray. Jan 31 at 11

Cressell, William, Holden ter, Pimlico, Surveyor. Pet Jan 15. Murray. Feb 7 at 11

To Surrender in the Country.

Edwards, Edward, Aberystwith, Cardigan, Master Mariner. Pet Jan 15. Davies. Aberystwith, Jan 31 at 11

Holden, Thomas, Barrow in Furness, Lancaster, Grocer. Pet Dec 29. Postlethwaite. Barrow in Furness, Jan 30 at 2

Lord, Cecil Gaisford, Abergavenny, Monmouth, Gent. Pet Jan 15. Shepard. Tredegar, Feb 5 at 11

Page, Charles, Rollo st, Battersea, Surrey, Pensioner. Pet Jan 8. Willoughby. Wandsworth, Feb 1 at 11

Watson, Jonathan, Barrow in Furness, Lancaster, out of business. Pet Dec 29. Postlethwaite. Barrow in Furness, Jan 30 at 2.30

Wickens, Albert Robert, Heathfield, Sussex, Grocer. Pet Jan 15. Stone. Tunbridge Wells, Jan 29 at 2.30

TUESDAY, Jan. 22, 1884.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Duncombe, Hon Hubert E., Belgrave sq. Pet Jan 16. Brougham. Feb 5 at 12

Yard, Charles E., Belsize sq. Pet Jan 17. Popys. Feb 6 at 12

BANKRUPTCIES ANNULLED.

FRIDAY, Jan. 18, 1884.

Mar se, Alexander, Peterborough, Travelling Draper. Jan 16

TUESDAY, Jan. 22, 1884.

Johnson, Richard, Glenthorne rd, Hammersmith, Builder. Jan 18

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Jan. 18, 1884.

Beech, Samuel, jun, Birmingham, Wood Turner. Jan 31 at 10.15 at office of East and Smith, Old sq, Birmingham

Boughton, Joseph Guest, Cheltenham, Surgeon. Jan 28 at 10 at Great Western Hotel, Clarence st, Cheltenham

Brown, Henry, Berkswell, Warwick, Butcher. Jan 28 at 12 at office of East and Smith, Old sq, Birmingham

Burt, John Utber, City rd, Coach Builder. Jan 26 at 12 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Ayers, Coleman st

Carter, John Edward, Bath, Clerk in Holy Orders. Jan 30 at 12 at 11, Bedford row. Crowdy and Elwell, Highworth

Church, Samuel King, Bishopsgate st Within, Colliery Proprietor. Jan 28 at 3 at office of Chidley, Gt Winchester st

Colson, George, Handsworth, Stafford, Builder. Jan 28 at 4 at office of East and Smith, Old sq, Birmingham

Pelford, Frederic, Birmingham, Poultry Dealer. Jan 29 at 11 at office of Parry, Colmore row, Birmingham

Pickersgill, Richard, and Henry Pickersgill, West st, Soho, Plumbers. Jan 28 at 2 at 56, Chancery lane. Preston and Co, Southampton bldgs, Chancery lane

Watkin, John, Stoke upon Trent, Stafford, Carter. Jan 26 at 11 at office of Welch, Caroline st, Longton

Webber, Solomon, Birmingham, Clothier. Jan 28 at 10.15 at office of East and Smith, Old sq, Birmingham

Wenborn, George Noel, Erith, Kent, out of business. Jan 31 at 3 at office of Marchant and Co, George yard, Lombard st

Wilkins, Joseph, Birmingham, out of business. Jan 30 at 11 at office of Ansell, Waterloo st, Birmingham

Wright, Samuel, Dudley, Worcester, out of business. Jan 31 at 12 at office of East and Smith, Old sq, Birmingham

Yeo, Richard Edward, Plymouth, Devon, Builder. Jan 29 at 11 at office of Square and Co, Bank of England chbrs, Plymouth

TUESDAY, Jan. 22, 1884.

Benson, Henry, Queen Victoria st, Frilling Manufacturer. Feb 4 at 2.30 at office of Bilney, Salisbury sq, Fleet st

Short, John Baker, and Joseph Hilman, Parkstone, Dorset, Builders. Feb 4 at 2.30 at London Hotel, Poole. Piercy and Hutchings, Bournemouth

THE BANKRUPTCY ACT, 1883.

FRIDAY, Jan. 11, 1884.

RECEIVING ORDERS.

Taylor, John, Dukinfield, Cheshire, Grocer. Ashton under Lyne and Stalybridge, Pet Jan 14. Ord Jan 14. Exam Feb 18

Davies, John, Heywood, Lancashire, Licensed Victualler. Bolton. Pet Jan 12. Ord Jan 12. Exam Feb 13

Giles, Thomas, Almondsbury, Gloucestershire, Dairyman. Bristol. Pet Jan 15. Ord Jan 15. Exam Jan 28 at 11

Clark, Clement, Folkestone, Kent, Picture Frame Maker. Canterbury. Pet Jan 15. Ord Jan 15. Exam Jan 25 at 12

Noan, George, Cheltenham, Boot and Shoe Maker. Cheltenham. Pet Jan 11. Ord Jan 12. Exam Feb 4 at 11

Tatum, George, and Thomas Turner, Lavenham, Suffolk, Grocers. Colchester. Pet Jan 14. Ord Jan 14. Exam Feb 8 at 12

Smith, John, Merton, Surrey, Flock Manufacturer. Croydon. Pet Jan 16. Ord Jan 16. Exam Feb 14

Cambie, Richard, Exeter, Smith. Exeter. Pet Jan 14. Ord Jan 14. Exam Jan 31 at 11

Wheeler, James, Warminster, Wilts, Nurseryman. Frome. Pet Jan 14. Ord Jan 14. Exam Jan 24 at 12

Harris, George, Sowerby Bridge, Yorkshire, Painter. Halifax. Pet Jan 16. Ord Jan 16. Exam Feb 21

Platts, Henry, Huddersfield, Draper. Huddersfield. Pet Jan 15. Ord Jan 15. Exam Feb 15 at 10

Hackett, William, and James Squires, Leicester, Boot and Shoe Factors. Leicester. Pet Jan 3. Ord Jan 14. Exam Feb 20 at 12

Bell, John Frederick, Leicester, Timber Merchant. Leicester. Pet Jan 3. Ord Jan 14. Exam Feb 25 at 12

Lynch, Peter, Liverpool, Licensed Victualler. Liverpool. Pet Jan 15. Ord Jan 16. Exam Jan 28 at 11

Player, Theodore William, Leighton Buzzard, Beds, Grocer. Luton. Pet Jan 14. Ord Jan 14. Exam Jan 24 at 3

Rogers, John Stockton, North Shields, Northumberland, Shipowner. Newcastle on Tyne. Pet Jan 15. Ord Jan 15. Exam Jan 29

Crampton, William, Nottingham, out of employment. Nottingham. Pet Jan 15. Ord Jan 15. Exam Feb 19

Swain, Elijah, Rochdale, Lancashire, Draper. Oldham. Pet Jan 16. Ord Jan 16. Exam Jan 22 at 11

Warburton, Samuel, Rochale, Lancashire, Pianoforte Dealer. Oldham. Pet Jan 16. Ord Jan 16. Exam Jan 22 at 11

Heath, William, jun, Longton, Staffordshire, Builder. Stoke upon Trent and Longton. Pet Jan 15. Ord Jan 16. Exam Feb 4

Hibbert, Charles, Swansea, Glamorganshire, Grocer. Swansea. Pet Jan 15. Ord Jan 15. Exam Feb 14

Campbell, David, Wolverhampton, Potato Merchant. Wolverhampton. Pet Jan 15. Ord Jan 15. Exam Jan 28

Jones, William, sen, Llanfor, Merionethshire, Farmer. Wrexham. Pet Jan 11. Ord Jan 12. Exam Feb 6

FIRST MEETINGS.

Taylor, John, Dukinfield, Chester, Grocer. Ashton under Lyne and Staly bridge. Jan 28 at 2. Office of Official Receiver in Bankruptcy, Townhall chbrs, Ashton under Lyne

Rogers, Alfred, Bromham, Bedfordshire, Farmer. Bedford. Jan 26 at 10. Lion Hotel, Bedford

Davies, John, Heywood, Lancashire, Licensed Victualler. Bolton. Jan 25 at 2. Navigation Inn, Manchester st, Heywood

Warham, Charles, Burton upon Trent, Hatter. Burton upon Trent. Jan 25 at 3. Office of Official Receiver, St James chbrs, Derby

Cooper, George, Newmarket, Cambs, Publican. Cambridge. Jan 25 at 2.15. White Hart Hotel, Newmarket

Clark, Clement, Folkestone, Kent, Picture Frame Maker. Canterbury. Jan 26 at 12. 11, Bank st, Ashford

Noan, George, Cheltenham, Bootmaker. Cheltenham. Jan 26 at 3. 84, Barton st, Gloucester

Tatum, George, and Thomas Turner, Lavenham, Suffolk, Grocers. Colchester. Jan 28 at 12. Rose and Crown, Sudbury, Suffolk

Cambie, Richard, Exeter, Smith. Exeter. Jan 28 at 3. 13, Bedford circus, Exeter

Wheeler, James, Warminster, Wilts, Nurseryman. Frome. Jan 28 at 2. Office of Official Receiver, Bank chbrs, Bristol

Chamberlain, Thomas, Newport, Gloucestershire, Baker. Gloucester. Jan 25 at 3. Mr. Scott's office at Berkeley

Shepley, Ewart, Gt Grimsby, Bottled Beer Merchant. Gt Grimsby. Jan 25 at 11. Official Receiver's Office, Bull Ring lane, Gt Grimsby

Platts, Henry, Huddersfield, Draper. Huddersfield. Jan 28 at 3. Law Society, New st, Huddersfield

Johnson, Anthony Wardle, Bowness, Westmorland, Newspaper Proprietor. Kendal. Jan 25 at 11. King's Arms Hotel, Kendal

French, Henry, Bentham, Yorkshire, Grocer. Kendal. Jan 28 at 12. Ashfield Hotel, Settle

Bell, John Frederick, Leicester, Timber Merchant. Leicester. Jan 28 at 3. 4, New st, Leicester

Hackett, William, and James Squires, Leicester, Boot Factors. Leicester. Jan 28 at 11. Office of Official Receiver, Leicester

Lynch, Peter, Liverpool, Licensed Victualler. Liverpool. Jan 28 at 2. Official Receiver' Office, Lisbon bldgs, Liverpool

Player, Theodore William, Leighton Buzzard, Beds, Grocer. Luton. Jan 28 at 3. Unicorn Inn, Leighton Buzzard

Slack, John, Manchester, Carver. Manchester. Jan 25 at 11. Official Receiver's Office, Ogden's chbrs, Manchester

Warburton, Samuel, Rochdale, Lancashire, Pianoforte Dealer. Oldham. Jan 29 at 3. Wellington Hotel, Drake st, Rochdale

Swain, Elijah, Rocedale, Lancaster, Draper. Oldham. Jan 29 at 4. Wellington Hotel, Drake st, Rochdale

Hibbert, Charles, Swansea, Glamorganshire, Grocer. Swansea. Jan 29 at 11. 6, Rutland st, Swansea

Campbell, David, Wolverhampton, Potato Merchant. Wolverhampton. Jan 29 at 11. Office of Official Receiver, St Peter's close, Wolverhampton

Jones, William, sen, Llanfor, Merionethshire, Farmer. Wrexham. Feb 6 at 12. County Court Office, Wrexham

ADJUDICATIONS.

Broddell, William, Louth, Lincoln, Builder. Gt Grimsby. Pet Jan 1. Ord Jan 15

Ewart, Shepley, Gt Grimsby, Bottled Beer Merchant. Gt Grimsby. Pet Jan 12. Ord Jan 15

Harris, George, Sowerby Bridge, Yorkshire, Painter. Halifax. Pet Jan 16. Ord Jan 16

Lynch, Peter, Liverpool, Licensed Victualler. Liverpool. Pet Jan 15. Ord Jan 15

Jones, William, sen, Llanfor, Merionethshire, Farmer. Wrexham. Pet Jan 11. Ord Jan 16

RECEIVING ORDERS.

TUESDAY, Jan. 22, 1884.

Farrant, Frederick George, Grove rd, Bow, Traveller. High Court of Justice in Bankruptcy. Pet Jan 17. Ord Jan 17. Exam Feb 1 at 11

Goode, Frederick, St John st rd, Clerkenwell, Tailor. High Court of Justice in Bankruptcy. Pet Jan 19. Ord Jan 19. Exam Feb 8 at 11

Milward, John, Gt Marlow, Buckinghamshire, Corn Dealer. Aylesbury. Pet Jan 14. Ord Jan 17. Exam Feb 6 at 11

Richardson, Robert, Monk Bretton, nr Barnsley, Yorkshire, Grocer. Barnsley. Pet Jan 16. Ord Jan 17. Exam Feb 14

Hadfield, John, Gt Grimsby, Lincolnshire, Shipbuilder. Birmingham. Ord under s. 103. Ord Jan 16. Exam Feb 14 at 10

Hogg, George, Newcastle on Tyne, Northumberland, Coachbuilder. Birmingham. Ord under s. 103. Ord Jan 16. Exam Feb 14 at 10

Alder, John Organ, Birmingham, Licensed Victualler. Birmingham. Pet Jan 18. Ord Jan 18. Exam Feb 14 at 10

Bailey, Henry, Accrington, Lancashire, Insurance Agent. Blackburn. Pet Jan 17. Ord Jan 17. Exam Jan 30 at 11

Smith, John, Blackburn, Lancashire, Brewer. Blackburn. Pet Jan 15. Ord Jan 18. Exam Jan 30 at 12

Dutton, Thomas, Huxley, Cheshire, Butcher. Chester. Pet Jan 17. Ord Jan 17. Exam Jan 31 at 12

Phillips, George Shillabeer, Plymouth, Devonshire, Stationer. East Stonehouse. Pet Jan 19. Ord Jan 19. Exam March 19

Stentiford, Robert George, St Mary Church, Devonshire, Builder. Exeter. Pet Jan 7. Ord Jan 17. Exam Jan 31 at 11

Hall, Thomas, Leicester, Lambswool Spinner. Leicester. Pet Jan 8. Ord Jan 18. Exam Feb 20 at 11

Hall, William, Leicester, Manager to a Lambswool Spinner. Leicester. Pet Jan 8. Ord Jan 18. Exam Feb 20 at 11

Heath, John William, Gorton, Lancashire, Licensed Victualler. Manchester. Pet Jan 17. Ord Jan 17. Exam Jan 31 at 12.30

Simmonds, Frederick, Gateshead, Durham, Furniture Dealer. Newcastle on Tyne. Pet Jan 17. Ord Jan 17. Exam Jan 31

Moore, Thomas, Newport, Mon., Earthenware Dealer. Newport, Mon. Pet Jan 19. Ord Jan 19. Exam Jan 30

Wade, Benjamin George, Sittingbourne, Kent, Outfitter. Rochester. Pet Jan 17. Ord Jan 17. Exam Feb 4 at 2

Bright, Maurice de Lara, Sheffield, Iron Merchant. Sheffield. Pet Jan 18. Ord Jan 18. Exam Feb 7 at 11.30

Summers, Thomas, Norbury, Staffordshire, Farmer. Stafford. Pet Jan 3. Ord Jan 18. Exam Feb 1 at 2

Howard, Samuel, Norbury, Cheshire, Builder. Stockport. Pet Jan 18. Ord Jan 18. Exam Feb 22 at 11

Stockton, Robert, South Stockton, Yorkshire, Boot and Shoe Maker. Stockton on Tees. Pet Jan 18. Ord Jan 18. Exam Jan 29 at 10

Payne, Frederick Fortune, East Grinstead, Sussex, Boot and Shoe Maker. Tonbridge Wells. Pet Jan 18. Ord Jan 18. Exam Jan 29 at 10

Tonkin, William, Penzance, Cornwall, Builder. Truro. Pet Jan 17. Ord Jan 17. Exam Feb 14

FIRST MEETINGS.

Milward, John, Gt Marlow, Buckinghamshire, Corn Dealer. Aylesbury. Jan 30 at 12.30. Red Lion Hotel, High Wycombe, Bucks
Richardson, Robert, Monk Bretton, nr Barnsley, Yorkshire, Grocer. Barnsley. Jan 30 at 12. County Court Hall, Barnsley
Alder, John Organ, Birmingham, Licensed Victualler. Birmingham. Feb 1 at 11. Whitehall chbrs, Colmore row, Birmingham
Hogg, George, Newcastle upon Tyne, Northumberland, Coachbuilder. Birmingham. Jan 31 at 3. Whitehall chbrs, Colmore row, Birmingham
Bailey, Henry, Accrington, Lancashire, Insurance Agent. Blackburn. Jan 31 at 1.30. County Court, Blackburn
Smith, John, Blackburn, Lancashire, Brewer. Blackburn. Feb 1 at 2.30. County Court, Blackburn
Giles, Thomas, Almondsbury, Gloucestershire, Dairyman. Bristol. Jan 29 at 12. Office of the Official Receiver, Bank chbrs, Corn st, Bristol
Dutton, Thomas, Huxley, Cheshire, Butcher. Chester. Jan 31 at 10.30. Official Receiver's Office, Crypt chbrs, Chester
Smith, John, Merton, Surrey, Flock Maker. Croydon. Jan 30 at 12. Official Receiver's Office, 109, Victoria st, Westminster
Phillips, George Shillabeer, Plymouth, Devonshire, Stationer. East Stonehouse. Feb 2 at 11. The Cannon st Hotel
Stentiford, Robert George, St Mary Church, Devonshire, Builder. Exeter. Jan 30 at 2. Union Hotel, Torquay
Harris, George, Sowerby Bridge, Yorkshire, Painter. Halifax. Jan 30 at 12. Official Receiver's Office, Crossley st, Halifax
Hall, Thomas, Leicester, Manager to a Lambswool Spinner. Leicester. Feb 1 at 12. 4, New st, Leicester
Hall, William, Leicester, Manager to a Lambswool Spinner. Leicester. Feb 1 at 2. 4, New st, Leicester
Heath, John William, Gorton, Lancashire, Licensed Victualler. Manchester. Jan 21 at 3. Official Receiver's Office, Ogden's chbrs, Bridge st, Manchester
Rogers, John, Stockton, North Shields, Northumberland, Shipowner. Newcastle on Tyne. Jan 30 at 11. Office of Official Receiver, County chbrs, Newcastle
Crampton, William, Nottingham, out of employment. Nottingham. Jan 29 at 11. Office of the Official Receiver, Exchange walk, Nottingham
Wade, Benjamin George, Sittingbourne, Kent, Outfitter. Rochester. Jan 31 at 12. Official Receiver's Office, Eastgate, Rochester
Bright, Maurice de Lara, Sheffield, Iron Merchant. Sheffield. Feb 1 at 2. Law Society, Hoole's chbrs, Bank st, Sheffield
Summers, Thomas, Norbury, Staffordshire, Farmer. Stafford. Feb 1 at 2.30. County Court Offices, Stafford
Howard, Samuel, Norbury, Cheshire, Builder. Stockport. Feb 1 at 12. The White Lion Hotel, Stockport
Heath, William, jun, Longton, Staffordshire, Builder. Longton. Jan 30 at 2. The North Stafford Station Hotel, Stoke on Trent
Payne, Frederick Fortune, East Grinstead, Sussex. Boot and Shoe Maker. Tonbridge Wells. Jan 29 at 2. Official Receiver's Offices, Grosvenor rd, Tonbridge Wells
Tonkin, William, Penzance, Cornwall, Builder. Truro. Jan 31 at 12. Western Hotel Clarence st, Penzance

ADJUDICATIONS.

Devinney, Samuel, Handsworth, Staffordshire, Clerk in Holy Orders. Birmingham. Pet Jan 11. Ord Jan 18
Davies, John, Heywood, Lancashire, Licensed Victualler. Bolton. Pet Jan 14. Ord Jan 17
Curtis, Henry, Cardiff, Grocer. Cardiff. Pet Jan 3. Ord Jan 16
Keenlside, William, Gt Braithwaite, Cumberland, Pencil Manufacturer. Cockermouth and Workington. Pet Jan 7. Ord Jan 16
Phillips, George Shillabeer, Plymouth, Stationer. East Stonehouse. Pet Jan 18. Ord Jan 19
Barratt, Joseph Benjamin, Timperley, Cheshire, Laundryman. Manchester. Pet Jan 9. Ord Jan 17
Hughes, William, Newcastle on Tyne, Draper. Newcastle on Tyne. Pet Jan 5. Ord Jan 19
Simmonds, Frederick, Gateshead, Durham, Cabinet Maker. Newcastle on Tyne. Pet Jan 17. Ord Jan 19
Smith, Robert, Cotterstock, Northamptonshire, Miller. Peterborough. Pet Jan 5. Ord Jan 18
Summers, Thomas, Norbury, Staffordshire, Farmer. Stafford. Pet Jan 2. Ord Jan 18
Howard, Samuel, Norbury, Cheshire, Builder. Stockport. Pet Jan 18. Ord Jan 18
Stockton, Robert, South Stockton, Yorkshire, Bootmaker. Stockton on Tees. Pet Jan 18. Ord Jan 18
Robertson, James, Whitehaven, Accountant. Whitehaven. Pet Jan 8. Ord Jan 19

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NOTICES TO CORRESPONDENTS.—*All communications intended for publication in the* SOLICITORS' JOURNAL *must be authenticated by the name and address of the writer.*

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